

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re PHILIPS ORAL HEALTHCARE
LITIGATION

Master Docket No. C13-518 MJP
(consolidated with Nos. C13-0865 MJP
and C13-0875 MJP)

This document relates to: All actions

CONSOLIDATED COMPLAINT –
CLASS ACTION

Lance Ng, Robert Bueso, Amy Coe, and Sam Chawla (“Plaintiffs”), by and through their attorneys, make the following allegations and claims in this complaint against Philips Oral Healthcare, Inc. and Koninklijke Philips Electronics N.V. (collectively referred to as “Philips” or “Defendants”). The allegations are based upon information and belief except as to those specifically pertaining to Plaintiffs, which are made upon knowledge.

INTRODUCTION

1. This class action is brought by Plaintiffs to obtain damages and equitable relief for themselves and all others similarly situated in the United States who purchased Philips Sonicare rechargeable toothbrushes that consist of (i) a handle that contains a mechanism that creates vibrations that are transmitted through a metal shaft that protrudes from the top of the handle, and (ii) a disposable brush head that mounts onto the vibrating metal shaft (hereinafter,

the “Toothbrushes”), which all suffer from an identical and characteristic defect that renders them unsuitable for their intended purpose of providing vastly superior dental hygiene and plaque removal as compared to manual toothbrushes. Attached hereto as **Exhibit A** is a photograph of an exemplar of one of the Toothbrushes at issue, with the disposable brush head detached from the metal shaft that protrudes from the handle.¹

2. Philips claims on the product packaging and the product specifications posted on its website that the vibrations generated by the handle, which Philips calls “Sonic Technology,” result in the brush head providing 31,000 “brushstrokes” per minute, far more “brushstrokes” than possible with a manual brush (or for that matter, inexpensive battery powered toothbrushes). Philips represents that these “brushstrokes” generated by the “Sonic Technology” allows the Toothbrushes to provide superior cleaning as compared to a manual toothbrush. The specifications and product packaging for the EasyClean, Healthywhite and Flexcare models promise that the Toothbrushes will remove twice as much dental plaque as a manual toothbrush, while the DiamondClean model promises to remove five times as much plaque as a manual toothbrush. Philips claims the Sonicare Kids model will remove more plaque than a manual toothbrush. The product packaging and specifications for all models other than the Sonicare Kids model also promise that the “Sonic Technology” will remove dental staining, whiten teeth, and improve gum health more effectively than a manual toothbrush. Attached hereto as **Exhibit B** are photographs of exemplars of the packaging for the Diamond Clean, FlexCare+, Healthy White, EasyClean, and Sonicare for Kids, containing the representations. Attached hereto as **Exhibit C** are copies of the product specifications posted on the Philips web site for the Diamond Clean, FlexCare+, Flexcare Platinum, Healthy White, EasyClean, and Sonicare for Kids models, with the relevant specifications underscored or highlighted.

¹ The defective Toothbrushes include the following models of Sonicare toothbrushes: Diamond Clean, FlexCare, FlexCare+, Flexcare Platinum, Healthy White, EasyClean, and Sonicare for Kids.

3. The packaging for each model of the Toothbrushes represents that they come with a two-year warranty. Included in the packages is an unlimited full two-year warranty pursuant to which Philips Consumer Lifestyle, a division of Koninklijke Philips Electronics N.V., guarantees the Toothbrushes to be defect-free for two years from the date of purchase and promises to repair or replace the product if any defect occurs during that time period. Attached hereto as **Exhibit D** is an exemplar of the full written warranty provided with the Toothbrushes.²

4. The Toothbrushes are much more expensive than traditional manual toothbrushes, but Consumers purchasing the Toothbrushes at prices ranging from \$69 (Sonicare for Kids) to \$219 (Diamond Clean) do not expect these products to be disposable, and expect them to last for many years. The Toothbrushes feature rechargeable lithium ion batteries that can be charged and discharged hundreds of times before losing their ability to hold a charge, and each charge lasts between ten days to three weeks, assuming normal usage. The only consumable component of the Toothbrushes is the brush head, which is designed to last for three months. Philips sells replacement brush heads in retail stores and online in packs of three or more for \$30 to \$40. Consumers expect to be able to use the Toothbrushes for far longer than two-years, and maintain the performance of the Toothbrushes by purchasing replacement brush heads made by Philips. Given the number of charge and discharge cycles possible with the lithium ion batteries, the expected useful life of the Toothbrushes would be at least five years.

5. Consumers expecting the superior cleaning promised by Philips for the expected life of the Toothbrushes will be disappointed, because the Toothbrushes suffer from a common and inherent defect that results in the vibrating metal shaft coming loose from its attachment point within the handle, where it is supposed to be secured by a small screw (hereinafter, the

² The warranty on the Toothbrushes is titled a “guarantee,” rather than a “limited warranty.” Accordingly, under the Magnuson-Moss Act, the warranty is deemed to be a “full warranty” rather than a “limited warranty.” Accordingly, Philips is bound by the implied warranty of merchantability for the expected useful life of the Toothbrushes, and any effort by Philips to disclaim implied warranties is unenforceable.

1 “Defect” or “Loose Shaft Defect”). The metal shaft is designed to transmit vibrations from the
2 handle to the brush head. Once the metal shaft comes loose, however, the vibrations generated
3 by the handle are no longer effectively transmitted to the brush head, and the brush head no
4 longer produces the 31,000 “brushstrokes” per minute and no longer provides the vastly superior
5 cleaning characteristics claimed by Philips. Consumers perceive the manifestation of the Defect
6 as a loss in cleaning power, as the vibrations are still generated by the handle – and felt by the
7 user holding it – but they are no longer transmitted to the brush head. Due to the constant
8 vibrations generated in the device, these incipient forces begin to degrade the transmission
9 system of the Toothbrushes from the first moment it is turned on, and the metal shaft typically
10 comes visibly loose, causing the Toothbrush to lose its effectiveness, long before the end of the
11 expected useful life of the Toothbrush. Attached as **Exhibit E** is a photograph showing the
12 attachment point for the vibrating metal stem within the handle of an exemplar of one of the
13 Toothbrushes. Attached as **Exhibit F** is a diagram illustrating the Loose Shaft Defect on an
14 exemplar of one the Toothbrushes, showing how the metal shaft can be moved around once it
15 comes loose from the attachment point in the handle.

16 6. Due to consumer complaints and warranty returns, Philips was aware of the
17 Defect before any of the Plaintiffs purchased the Toothbrushes. This fact is evidenced in its
18 customer support website for the United Kingdom, where Philips provides a troubleshooting
19 page, attached hereto as **Exhibit G**, entitled “The metal shaft/adaptor on my handle is loose.”
20 By clicking on a link on that page, consumers are directed to a second page, attached hereto as
21 **Exhibit H**, in which Philips acknowledges that the handle is defective. For consumers in the
22 United Kingdom who seek repairs within two years of the date of purchase, Philips provides a
23 replacement product. Beyond two-years, Philips provides a coupon of up to 30% off at the
24 Philips online store. Attached hereto as **Exhibit I** is a copy of the page in which the model
25 number of a defective toothbrush was entered along with a purchase date within the past two
26 years, and Philips responded by offering a free replacement. Attached hereto as **Exhibit J** is a
27

1 copy of the same page with the same model Toothbrush entered, but with an earlier purchase
2 date, and Philips offers a voucher code for up to a 30% discount at the Philips online shop.

3 7. The troubleshooting page on Philips' United Kingdom web site makes no
4 distinction between any of the models that feature the vibrating metal shaft, implicitly conceding
5 that the Defect exists in all of the models that feature that design. Nor does Philips distinguish
6 between different production dates or production sites in acknowledging the Defect, implying
7 that the Defect affects all of the Toothbrushes, no matter where or when they were manufactured.

8 8. A search on Google using the query "sonicare loose shaft" will generate results
9 that refer to the Defect and propose solutions, and Philips monitors and even makes postings to
10 some of the web sites discussing the Defect. Among the search results are:

11 (i) step by step instructions posted in 2011 on a website called
12 [www.instructables.com](http://www.instructables.com/id/Sonicare-FlexCare-Tighten-metal-shaft/) on fixing the Defect ([http://www.instructables.com/id/Sonicare-](http://www.instructables.com/id/Sonicare-FlexCare-Tighten-metal-shaft/)
13 [FlexCare-Tighten-metal-shaft](http://www.instructables.com/id/Sonicare-FlexCare-Tighten-metal-shaft/));

14 (ii) a page on [www.Fixya.com](http://www.fixya.com) from a consumer seeking help with the Defect that
15 personnel from Philips posted to in 2011 ([http://www.fixya.com/support/t9995420-](http://www.fixya.com/support/t9995420-shaft_brush/)
16 [shaft_brush](http://www.fixya.com/support/t9995420-shaft_brush/));

17 (iii) a video posted on YouTube proposing repairs that involve disassembling the
18 Toothbrushes and tightening the screw that attaches the vibrating shaft to the handle
19 (<http://www.youtube.com/watch?v=V9P9D93vPLU>); and

20 (iv) an eBay listing offering a repair for the Defect
21 ([http://www.ebay.com/itm/ws/eBayISAPI.dll?ViewItem&item=181037393040&item=18](http://www.ebay.com/itm/ws/eBayISAPI.dll?ViewItem&item=181037393040&item=181037393040&lgeo=1&vectorid=229466)
22 [1037393040&lgeo=1&vectorid=229466](http://www.ebay.com/itm/ws/eBayISAPI.dll?ViewItem&item=181037393040&item=181037393040&lgeo=1&vectorid=229466)).

23 9. Despite being aware of the Defect, and even acknowledging the Defect in its
24 United Kingdom website and offering replacement handles or vouchers to consumers in the
25 United Kingdom, Philips makes no effort to disclose the Defect to consumers in the United
26 States. In contrast to Philips' United Kingdom website, Philips' customer support website for
27 the United States makes no mention of the Defect, and instead informs consumers that if the

1 toothbrush feels less powerful over time, the perceived power loss is the result of worn brush
2 heads. The instructions included with the Toothbrushes sold in the United States also make no
3 mention of the Defect, and repeat the information that if the Toothbrushes seem less powerful
4 over time, it is the result of worn brush heads.

5 10. While consumers in Europe have received notification and remediation of the
6 Defect, consumers in the United States suffering from the Defect wind up purchasing
7 replacement brush heads manufactured by Philips that will not correct the Defect. In addition,
8 because Philips does not acknowledge the Defect as the cause of consumers' complaints that the
9 Toothbrushes seem to lose cleaning power over time, and instead informs them incorrectly
10 regarding the issue, consumers in the United States usually are unable to seek warranty repairs,
11 delay seeking such repairs until after the guarantee expires, and ultimately discard the
12 Toothbrushes prematurely, try to fix the Toothbrushes themselves, or pay a third party to attempt
13 to repair the Defect.

14 11. When consumers in the United States do seek a refund or make a claim for a
15 repair of the Defect, Philips does not honor its guarantee or the implied warranty of
16 merchantability. Philips is unable or unwilling to repair the Defect or provide replacement
17 Toothbrushes that do not suffer from the Defect. When a replacement Toothbrush that suffers
18 from the Defect fails within the two-year guarantee, Philips simply runs out the remainder of the
19 guarantee period by sending another replacement that also suffers from the Defect, and will fail
20 well before the end of its expected useful life, sometimes even before the end of the two-year
21 guarantee. Once the guarantee period ends, Philips refuses to offer further replacements, repairs,
22 or other consideration. Consumers who demand refunds on the ground that Philips refuses to
23 honor its guarantee and has breached the implied warranty of merchantability are refused
24 refunds. Repeated demands for warranty service or refunds are futile, as Philips' has no ability
25 to provide a repair for the Defect, or replacement Toothbrushes that do not suffer from the
26 Defect, and will respond to requests for service by exchanging consumers Toothbrushes for new
27 or refurbished Toothbrushes that also suffer from the Defect. Further, Philips' policy is to refuse

1 requests for refunds to consumers who claim that the Toothbrushes fail to meet the implied
2 warranty of merchantability, making demands for refunds similarly futile.

3 12. This action seeks redress for Philips' customers in the United States who
4 purchased the Toothbrushes, including customers who sought repairs for the Defect or refunds
5 from Philips.

6 JURISDICTION AND VENUE

7 13. This Court has jurisdiction over all causes of action asserted herein pursuant to 28
8 U.S.C. § 1332(d) because the aggregate claims of the Class exceed the sum or value of
9 \$5,000,000 and there is diversity of citizenship between Plaintiffs and Defendants.

10 14. The Court has personal jurisdiction over both Defendants and venue is proper in
11 this District under 28 U.S.C. § 1391(a)(1) and (2). Defendants conduct substantial ongoing
12 consumer-oriented business in or directed from this District, including the importing, designing,
13 promoting, selling, marketing and servicing of the Toothbrushes to members of the proposed
14 class, which is sufficient to bring Defendants within the personal jurisdiction of this Court and
15 makes venue proper in this District. The events, conduct, and violations of law alleged in this
16 action constitute interstate commerce, a significant portion of which occurred in and/or emanated
17 from this District.

18 15. Defendant Philips Oral Healthcare, Inc. ("Philips Oral Healthcare") is a
19 corporation organized under the laws of the State of Washington that maintains its headquarters
20 and principal place of business in Bothell, Washington. Many of the Toothbrushes are
21 manufactured in China by Koninklijke Philips Electronics N.V., and are sold, marketed, and
22 serviced in the United States by its agent, Philips Oral Healthcare, at or from its headquarters in
23 Bothell, Washington. Some of the Toothbrushes were manufactured by Philips Oral Healthcare
24 in the State of Washington.

25 16. Defendant Koninklijke Philips Electronics N.V. ("Royal Philips") has availed
26 itself of this jurisdiction by engaging in commerce within this District and the United States, and
27 also through its use of the United States court system, where it has filed lawsuits, including

several in this district, seeking to protect its intellectual property and other business interests. Royal Philips currently manufactures the Toothbrushes in China and intentionally places them into the stream of commerce within the United States, including specifically the Western District of Washington, where its agent, Philips Oral Healthcare, is located. The packaging for the Toothbrushes confirms that the Toothbrushes are Royal Philips products, intended by Royal Philips for sale in the United States. Royal Philips uses its trademarks and name in order to identify the Toothbrushes as a “Philips” product and enhance their appeal to United States consumers. The product packaging prominently features the well-known blue “Philips Shield” that is a U.S. registered trademark of Royal Philips, which has been used by Royal Philips for many years to market products in the United States. The product packing also identifies the product as the “PHILIPS Sonicare” using a specific font and color for the word “Philips” that is also a Royal Philips trademark, which has been registered and used by Royal Philips in the United States for many years. The packaging even contains a trademark notice from Royal Philips for terms such “Sonicare” and “Quadpacer” used in the marketing materials for the Toothbrushes. Attached hereto as **Exhibit K** is a photograph of an exemplar of the bottom of one of the boxes containing the representation that the product is made in China by Philips and setting forth trademark notices for Royal Philips.

17. The United States is one of the largest markets for the Toothbrushes; more of the Toothbrushes are sold in the United States than any other country. If Philips Oral Healthcare did not exist, Royal Philips would have to sell, market, and service the Toothbrushes itself, or retain a different agent to do so. It is inconceivable that Royal Philips would simply cease selling the Toothbrushes in the United States, or decline to provide after-sale support, if Philips Oral Healthcare did not exist.

18. In 2000, Royal Philips purchased Optiva Corporation, which developed the original Sonicare Toothbrush, and renamed the company Philips Oral Healthcare. At all relevant times, Philips Oral Healthcare has been a wholly owned subsidiary of Royal Philips, and has operated as part of the Philips Consumer Lifestyle Division of Royal Philips. Royal

Philips has the ability to directly control the operations of its wholly owned subsidiaries that comprise its Consumer Lifestyle Division, including Philips Oral Healthcare. Royal Philips can hire and fire management of Philips Oral Healthcare, appoint board members and officers to Philips Oral Healthcare, expand, sell, or contract the business of Philips Oral Healthcare, and direct its operations, including the licensing or assignment of intellectual property rights held by Philips Oral Healthcare or its predecessor in interest. Management of the Philips Consumer Lifestyle Division of Royal Philips, as well as management from other Royal Philips subsidiaries within that division, maintain regular contact with personnel from Philips Oral Healthcare in order to monitor and direct the operations of Philips Oral Healthcare. Confirming that Philips Oral Healthcare is under the complete operational control of Royal Philips and its Consumer Lifestyle Divisions, the operational results of Philips Oral Healthcare are not even separately reported to shareholders in Royal Philips' annual reports to shareholders.

19. Royal Philips provides a two-year guarantee for the Toothbrushes sold in the United States and other countries. The two-year guarantee for the Toothbrushes is from Philips Consumer Lifestyle, which is a division of Royal Philips under which various consumer product subsidiaries are organized.

20. In addition to manufacturing, importing, and marketing the Toothbrushes in the United States using the "Philips" name and other Royal Philips marks, Royal Philips has regularly availed itself of the United States market. Royal Philips' 2012 annual report reveals that: (i) it has 26,122 employees in North America, with the majority of those employees working in the United States; and (ii) operates forty-two manufacturing sites in North America, with the majority of those manufacturing sites located in the United States. Further, Royal Philips, through its divisions and wholly owned subsidiaries, maintains offices, distribution centers, or operates manufacturing plants in following states: Kentucky, New York, Kansas, Texas, Massachusetts, Pennsylvania, California, Tennessee, Washington, Maryland, Ohio, Florida, Tennessee, and Connecticut.

21. Royal Philips has also regularly availed itself of the protections of courts in the United States, and has appeared as a plaintiff or petitioner in the following actions in this judicial district or in the Ninth Circuit: *Koninklijke Philips Electronics N.V. v. Cardiac Science Operating Co.*, No. 2:08-cv-543 MJP (W.D. Wash.) ; *Philips Electronics North America and Koninklijke Philips Electronics N.V. v. BC Technical, Inc.*, No. 2:08-cv-68 RSM (W.D. Wash.); *Koninklijke Philips Electronics N.V. v. Zoll Medical Corp.*, No. 2:12-cv-18 RAJ (W.D. Wash.); *Koninklijke Philips Electronics N.V. v. Access Cardiosystems*, No. 2:03-cv-1318 JLR (W.D. Wash.); *Koninklijke Philips Electronics N.V. v. Cardiac Science, Inc.*, No. 2:03-cv-1324 TSZ (W.D. Wash.); *Koninklijke Philips Electronics N.V. v. Defibtech LLC*, No. 2:03-cv-1322 JLR (W.D. Wash.); *Koninklijke Philips Electronics N.V. v. Jingyi Luo*, No. 08-55931 (9th Cir.); and *Koninklijke Philips Electronics N.V. v. KXD Technology, Inc.*, No. 07-153310 (9th Cir.).

22. Royal Philips also avails itself of the United States financial markets and maintains a secondary listing on the New York Stock Exchange under the symbol PHG.

23. Royal Philips also has regular legal counsel in the United States and it would not represent any burden for Royal Philips to respond to Plaintiffs' claims in this forum.

24. The claims at issue concern conduct by Royal Philips in the United States and the Western District of Washington (e.g., marketing and selling the Toothbrushes, providing incorrect information about the Defect, and breaches of express and implied warranties). The causes of action alleged include claims brought under federal law (the Magnuson-Moss Act), the violation of Washington's Consumer Protection Act, and claims for breach of express and implied warranty under Washington law. There is a national as well as a state interest in protecting the rights of consumers in Washington, and ensuring that foreign companies operating in Washington, directly and/or through agents, comply with the laws of the State of Washington as well as federal laws. There is no superior forum abroad, or elsewhere in the United States, to assert these claims against Royal Philips.

PARTIES

25. Plaintiff Lance Ng, in reliance upon representations as to the superior cleaning capabilities of the Toothbrushes, purchased a brand new Sonicare Flexcare model HX6972 from an online seller in 2010 or 2011 and it was delivered to Mr. Ng in New York. Within a few months of the purchase, Mr. Ng noticed that vibrations were no longer effectively being transmitted to the brush head and the toothbrush was no longer providing the superior cleaning advertised or properly cleaning his teeth. Mr. Ng. sought a repair or replacement under Philips' two-year guarantee, and Philips replaced Mr. Ng's Toothbrush handle that suffered from the Defect with a new or refurbished Toothbrush handle. This replacement Toothbrush also suffered from the Defect, which was manifested within a year and a half after Mr. Ng received it. The shaft on the replacement Toothbrush became loose and the toothbrush no longer provided the superior cleaning advertised. Because the replacement Toothbrush failed within the two-year guarantee period, Mr. Ng again sought a repair or replacement from Philips. Philips provided Mr. Ng with a second replacement Toothbrush (model HX6950) that also suffered from the Defect, and that began to manifest the Defect within a few months of use, but after the expiration of the two-year guarantee. Mr. Ng's experience indicates that Philips is unwilling or unable to repair the Defect, and responds to warranty claims by simply replacing the returned Toothbrushes that suffer from the Defect with new or refurbished Toothbrushes that also suffer from the Defect, and are certain to manifest the Defect long before the end of their expected useful lives. Prior to filing suit, Mr. Ng made two demands for repair of the Defect within the express warranty period, and each time, Philips provided him a replacement product that also suffered from the Defect. Given Philips' repeated failure to provide Mr. Ng with a repair for the Defect or a Defect-free replacement Toothbrush, Mr. Ng decided to pay out of pocket to have a third party attempt to repair a second Flexcare Toothbrush (model HX6930) in his household that also suffered from the Defect.

26. Mr. Ng suffered damage because (i) he paid for a Toothbrush that he reasonably expected to be free of defects and last far longer than two years, but which manifested the

1 Defect within a few months of use, (ii) Philips, despite having two opportunities to do so, was
 2 unable to provide Mr. Ng with a Toothbrush that did not suffer from the Defect, (iii) Mr. Ng,
 3 after twice demanding a warranty repair or replacement with a Defect-free Toothbrush, has been
 4 left with a replacement Toothbrush that suffers from the Defect and does not provide the vastly
 5 superior cleaning promised by Philips, and is not significantly more effective at cleaning his
 6 teeth than a manual toothbrush, and (iv) he would not have purchased the Toothbrush, or paid
 7 substantially less for the Toothbrush, if Philips had disclosed the Defect, which renders the
 8 Toothbrushes useless for their intended purpose (i.e., providing teeth cleaning capabilities that
 9 are vastly superior to a manual toothbrush) long before the end of their expected useful life. In
 10 addition, given Philips' inability or refusal to respond to warranty claims by providing a repair
 11 for the Defect or Defect-free replacement Toothbrushes, Mr. Ng resorted to paying out of
 12 pocket to repair a second Toothbrush in his household that also suffered from the Defect. Mr.
 13 Ng resides in New York.

14 27. Plaintiff Robert Bueso owns a Sonicare Healthy White, purchased in 2010 at a
 15 Costco in Florida. Mr. Bueso's toothbrush began to manifest the Defect within the first two
 16 years of use. Mr. Bueso became aware that (i) the Defect was a common and inherent problem
 17 in the Toothbrushes, (ii) Philips had not devised a repair or design change to correct the Defect,
 18 and (iii) the Toothbrushes were unsuitable for their intended purpose as they would manifest the
 19 Defect long before the end of their expected useful lives. Accordingly, Mr. Bueso contacted
 20 Philips in April 2013 and sought to return his toothbrush for a refund on the ground that Philips
 21 could not provide him with a Defect-free toothbrush. Philips rejected his request and told him
 22 that they would only consider offering – but never actually offered – a replacement Toothbrush
 23 of the same type. Because Mr. Bueso understood that the Defect was a common and inherent
 24 problem with the Toothbrushes that Philips could not or would not fix, he preferred a refund to
 25 a replacement Toothbrush that was certain to suffer from the same Defect. Mr. Bueso suffered
 26 damage because (i) he paid for a Toothbrush that he reasonably expected to be free of defects
 27 and last for far longer than two years, but which manifested the Defect long before the end of its

1 expected useful life, (ii) Philips is unable or unwilling to provide Mr. Bueso with a Toothbrush
 2 that does not suffer from the Defect, (iii) Philips never offered Mr. Bueso any replacement or
 3 repair for his Toothbrush, (iv) Philips refused Mr. Bueso's demand for a refund on the ground
 4 that the Toothbrushes do not provide the vastly superior cleaning promised by Philips for the
 5 expected useful life of the product, and are therefore unsuitable for their intended purpose (i.e.,
 6 providing teeth cleaning capabilities that are vastly superior to a manual toothbrush), and (v) he
 7 would not have purchased the Toothbrush, or paid substantially less for the Toothbrush, if
 8 Philips had disclosed the Defect. Mr. Bueso resides in Florida.

9 28. Plaintiff Amy Coe purchased a Sonicare For Kids toothbrush containing the
 10 Defect in 2011. The Toothbrush failed as a result of the Defect long before the end of the
 11 expected useful life for the Toothbrush. Because Ms. Coe was unaware that the failure of the
 12 Sonicare for Kids Toothbrush she purchased was due to the inherent and common Defect, Ms.
 13 Coe purchased a second Sonicare For Kids Toothbrush after the first one failed. Ms. Coe
 14 suffered damage because (i) she paid for a Toothbrush that she reasonably expected to be free of
 15 defects and last far longer than two years, but which manifested the Defect long before the end
 16 of its expected useful life, (ii) Philips inform consumers in the United States of the Defect and,
 17 as a result, Ms. Coe purchased a second Sonicare Toothbrush that also suffers from the Defect,
 18 (iii) the Toothbrushes Ms. Coe purchased do not provide the vastly superior cleaning promised
 19 by Philips for the expected useful life of the product, and are therefore unsuitable for their
 20 intended purpose (i.e., providing teeth cleaning capabilities that are vastly superior to a manual
 21 toothbrush), (iv) Philips is unable or unwilling to provide a repair for the Defect or replacement
 22 Toothbrushes that do not suffer from the Defect, and (v) she would not have purchased the
 23 Toothbrushes, or paid substantially less for the Toothbrushes, if Philips had disclosed the
 24 Defect. Ms. Coe resides in New Jersey.

25 29. Plaintiff Sam Chawla purchased a Sonicare Flexcare+ toothbrush containing the
 26 Defect within three years of filing his action. Within the first two years of use, Mr. Chawla
 27 noticed that his Toothbrush suffered from the Defect as the vibrations in the brush head were

1 less powerful and the Toothbrush was not providing the superior cleaning it was intended to
 2 provide. Mr. Chawla owned an earlier and less expensive version of the Sonicare toothbrush
 3 called the E-Series, which utilized a completely different design from the Toothbrushes at issue
 4 in this case. Even though the Flexcare+ model was designed to provide superior cleaning as
 5 compared to the less expensive E-Series, Mr. Chawla's experience was that the Flexcare+
 6 toothbrush was cleaning far less effectively than his older E-Series toothbrush. As a result of
 7 the Defect, Mr. Chawla's Flexcare+ provided a cleaning experience comparable to a manual
 8 toothbrush, and did not confirm to its ordinary and intended use of providing vastly superior
 9 cleaning as compared to a manual toothbrush. Because Philips did not disclose to customers in
 10 the United States that the loss of cleaning power was due to the Defect, and instead represented
 11 to consumers in the United States, including Mr. Chawla, that the perceived loss of cleaning
 12 power was due to worn out brush heads, Mr. Chawla purchased replacement Philips brush heads
 13 in an effort to restore the performance of his Toothbrush. Because the loss of cleaning power
 14 was due to the Defect, and not worn brush heads, installing new brush heads did not restore the
 15 cleaning power his Toothbrush. Had Mr. Chawla not been led to believe that the loss of
 16 cleaning power he experienced was caused by worn brush heads, he would have made a demand
 17 for a repair of Defect. Mr. Chawla suffered damage because (i) he paid for a Toothbrush that he
 18 reasonably expected to be free of defects and last far longer than two years, but which
 19 manifested the Defect long before the end of its expected useful life, (ii) Philips did not disclose
 20 the existence of the Defect and led Mr. Chawla to believe that the loss of cleaning power was
 21 caused by worn brush heads, thereby inducing Mr. Chawla to purchase unnecessary
 22 replacement brush heads for his Toothbrush instead of demanding a repair, replacement, or
 23 refund, and (iii) he would not have purchased the Toothbrush, or paid substantially less for the
 24 Toothbrush, if Philips had disclosed the Defect. Mr. Chawla resides in Connecticut.

25 30. Defendant Philips Oral Healthcare, Inc. is incorporated under the laws of the State
 26 of Washington, with its principal place of business located at 22100 Bothell Everett Highway,
 27 Bothell, Washington 98021. Philips Oral Healthcare, Inc. is the United States agent for

Koninklijke Philips Electronics N.V., and imports, designs, markets, and services the Toothbrushes in the United States on behalf of Koninklijke Philips Electronics N.V.

31. Defendant Koninklijke Philips Electronics N.V. is a corporation formed under the laws of The Netherlands, with its principal offices located in Amsterdam, Netherlands. Koninklijke Philips Electronics N.V. is a multinational manufacturer, marketer, and warrantor of electrical and electronic products, including the Toothbrushes that form the subject matter of this action and which it caused to be placed into the stream of commerce within this District and throughout the United States.

32. Koninklijke Philips Electronics N.V. is the ultimate parent of all entities bearing the Philips name, including Philips Oral Healthcare, which it controls. The acts complained of herein are the result of joint actions by Philips Oral Healthcare, Inc. and Koninklijke Philips Electronics N.V.

GENERAL ALLEGATIONS

A. The Toothbrushes and Representations by Philips

33. Philips markets these Sonicare Toothbrushes as providing superior oral hygiene to common manual toothbrushes. As described by Philips, the “Sonic Technology” creates vibrations in the handle of the Toothbrushes. These vibrations are transmitted to the replaceable brush head through a transmission line terminating in a metal stem on which the brush head is seated. When the Toothbrushes are functioning properly, the vibrations in the handle are transmitted to the metal stem, which protrudes from the top of the handle. When the replaceable brush heads are mounted on the stem, the vibrations from the stem cause rapid movement or vibrations of the brush head. Philips calls each of these rapid movements a “brushstroke.”

34. Philips claims on the product packaging and the product specifications posted on its website that the vibrations generated by the handle (the “Sonic Technology”) result in the brush head providing 31,000 “brushstrokes” per minute, far more “brushstrokes” than possible with a manual brush. Philips represents that these “brushstrokes” generated by the “Sonic Technology” allow the Toothbrushes to provide vastly superior cleaning capabilities as

1 compared to a manual toothbrush. Philips makes the following specific claims as to the cleaning
 2 capabilities of the Toothbrushes: (i) the specifications and product packaging for the EasyClean,
 3 Healthywhite and Flexcare models promise that the Toothbrushes will remove twice as much
 4 dental plaque as a manual toothbrush, while the DiamondClean model promises to remove five
 5 times as much plaque as a manual toothbrush; (ii) The specifications for the Sonicare Kids model
 6 state that it will remove more plaque than a manual toothbrush; and (iii) the product packaging
 7 and specifications for all models of the Toothbrushes, other than the Sonicare Kids model also
 8 promise that the “Sonic Technology” will remove dental staining, whiten teeth, and improve
 9 gum health more effectively than a manual toothbrush. See **Exhibits B** (photographs of
 10 exemplars of the packaging for the Diamond Clean, FlexCare+, Healthy White, EasyClean, and
 11 Sonicare for Kids, with the representations underscored or highlighted) and **C** (copies of the
 12 product specifications posted on the Philips web site for the Diamond Clean, FlexCare+,
 13 Flexcare Platinum, Healthy White, EasyClean, and Sonicare for Kids models, with the relevant
 14 specifications underscored or highlighted).

15 35. The packaging for each model of the Toothbrushes also represents that they come
 16 with a two-year warranty. Included in the packages is a full two-year warranty pursuant to
 17 which Royal Philips guarantees the Toothbrushes to be defect-free for two years from the date of
 18 purchase and promises to repair or replace the product if any defect occurs during that time
 19 period. (See **Exhibit D** (an exemplar of the full written warranty provided with the
 20 Toothbrushes).)

21 36. These claims of superior cleaning and the full written warranty allow Philips to
 22 command premium prices for its Sonicare Toothbrushes of as much as \$219.99. Consumers
 23 purchasing the Toothbrushes at prices ranging from \$69 (Sonicare for Kids) to \$219 (Diamond
 24 Clean) expect them to last for many years. The only consumable component of the Toothbrushes
 25 is the disposable brush head, which is designed to last for three months. Philips sells
 26 replacement brush heads in retail stores and online in packs of three or more for \$30 to \$40.
 27 Consumers expect to be able to maintain the performance of the Toothbrushes for many years

1 simply by replacing the brush heads every few months. The only part that provides a predictable
2 limit to the life of the Toothbrushes is the rechargeable lithium ion battery. However, the
3 batteries used in the Toothbrushes can be charged and discharged hundreds of times before
4 losing their ability to hold a charge, and each charge lasts between ten days to three weeks,
5 assuming normal usage. Based upon the life of the batteries, the Toothbrushes should last at
6 least five years.

7 **B. The Defect**

8 37. In order for the vibrations to be transmitted to the Toothbrush head, the metal
9 stem transmitter must be held firmly in place, so that the vibrations generated by the Toothbrush
10 handle continue along the metal stem and are not absorbed by the Toothbrush handle. When the
11 metal stem is properly held in place, the vibrations are transmitted to the brush head, which
12 according to Philips, results in superior cleaning as compared to a manual toothbrush.

13 38. The Defect is present in the Toothbrushes when they are sold and delivered to
14 consumers. Although the Toothbrushes seem to operate correctly for the first months of
15 operation, daily and regular use of the devices will cause the Defect to become evident. Due to
16 the constant vibrations generated in the device, these incipient forces begin to degrade the
17 transmission system of the Toothbrushes from the first moment it is turned on. Over time, and
18 within the expected useful life of the Toothbrushes, the metal stem comes loose at the
19 attachment point within the handle. (See Exhibit E (a photograph showing the attachment point
20 for the vibrating metal stem within the handle of an exemplar of one of the Toothbrushes).)

21 39. When the metal stem transmitter is not held firmly in place in the handle, much
22 of the energy of the vibrations generated in the handle is dissipated without being transmitted
23 through the metal stem to the brush head. Once the Defect begins to manifest, the Toothbrushes
24 will continue to generate vibrations in the handle, but will not transmit the vibrations to the
25 brush head or bristles to produce the 31,000 “brushstrokes” per minute and superior cleaning
26 results claimed by Philips. A visual manifestation of the Defect is that the metal shaft will seem
27

loose and can be moved around. (See Exhibit F (a diagram showing how the metal shaft can be moved around once it comes loose from the attachment point in the handle).)

40. The Defect renders the Toothbrushes unsuitable for their intended purpose of using these rapid “brushstrokes” to provide a superior cleaning, plaque removal, and stain removal as compared to a manual toothbrush. Without the vibrations producing rapid movement of the brush head, the Toothbrushes simply function like a manual toothbrush and clean teeth by relying upon friction created by the user physically moving the brush over the teeth, with cleaning results comparable to a manual toothbrush.

41. Consumers will perceive the Defect as a loss of cleaning power, but since the Toothbrush handle continues to vibrate and appear to work normally, consumers are often not immediately aware that the loss of cleaning power is due to the inherent Defect.

C. Philips Continues To Sell the Toothbrushes Despite Being Aware of the Defect

42. Philips is well aware of the Defect. In its customer support website for the United Kingdom, Philips disclosed the Defect, advised consumers how to test for a manifestation of the Defect, and offered replacement Toothbrushes. The Philips support website for the United Kingdom contains an interactive page relating to the subject “handle troubleshooting.” On this “handle troubleshooting” page, consumers in the United Kingdom were provided with a link to click if “the metal shaft/adaptor on my handle is loose.” Once clicked, consumers in the United Kingdom were provided with a page that stated:

The metal shaft/adaptor on my handle is loose

Please remove the brush head, and see if the metal shaft on the handle is loose.

If yes, please click [next](#). [hyperlink]

If no, please check the troubleshooting topics again.

See http://www.support.philips.com/pageitems/master/pages/sonicare_GB/sonicare.html#9

(follow “The metal shaft/adaptor on my handle is loose” hyperlink) (visited Mar. 14, 2013; last

visited Aug. 22, 2013); **Exhibit G** (a copy of the page located at:
http://www.support.philips.com/pageitems/master/pages/sonicare_GB/sonicare.html).

When the customer clicks “next” the following appears:

Replacing your handle

Unfortunately we suspect that the handle of your toothbrush may be at fault.

To enable you to fully enjoy your product again, we would like to send you a replacement handle.

Please register your details using the link below

We will send you a free post address by email, where you may return the faulty handle. Please keep all accessories – do not send your charger or toothbrush heads

As soon as we receive your handle, we will send you a replacement.

The whole process should not take longer than 5 – 7 days.

Please register your details [here](#) [hyperlink]

See http://www.support.philips.com/pageitems/master/pages/sonicare_GB/sonicare.html#9
 (follow “The metal shaft/adaptor on my handle is loose” hyperlink; then click “next” hyperlink)
 (visited Mar. 14, 2013; last visited Aug. 22, 2013); **Exhibit H** (a copy of the page located at:
http://www.support.philips.com/pageitems/master/pages/sonicare_GB/sonicare.html)

43. Philips concedes not only the existence of the Defect, but also that the Defect is present in all of the Sonicare toothbrushes that feature a metal shaft attached to the vibrating mechanism in the handle, which includes all of the Toothbrushes at issue in this action. The troubleshooting page on Philips’ United Kingdom web site makes no distinction between any of the models that feature the vibrating metal shaft, implicitly conceding that the Defect exists in all of the models that feature that design. Nor does Philips distinguish between different production dates or production sites in acknowledging the Defect, implying that the Defect affects all of the Toothbrushes, no matter where or when they were manufactured.

44. For consumers in the United Kingdom who seek repairs within two years of the date of purchase, Philips provides a replacement product. Beyond two-years, Philips provides a coupon of up to 30% off at the Philips online store. *See* Exhibits **I** (a copy of the page in which the model number of a defective Toothbrush was entered along with a purchase date within the past two years, and Philips responded by offering a free replacement) and **J** (a copy of the same page with the same model Toothbrush entered, but with an earlier purchase date, and Philips offers a voucher code for up to a 30% discount at the Philips online shop).

45. In addition to acknowledging the Defect, a search on Google using the query “sonicare loose shaft” will generate results that refer to the Defect and propose solutions. In 2011 a set of step by step instructions to repair the Defect was posted on a website called www.instructables.com (*See* <http://www.instructables.com/id/Sonicare-FlexCare-Tighten-metal-shaft>). A consumer sought help with the Defect on the website www.Fixya.com, which Philips monitors and made a posting to in 2011 (http://www.fixya.com/support/t9995420-shaft_brush). Some reviews of the Sonicare HealthyWhite posted on [Costco.com](http://www.Costco.com), complained of the Defect as early as January 2010. (*See* <http://reviews.costco.com/2070/11491601/philips-sonicare-philips-sonicare-healthywhite-toothbrush-reviews/reviews.htm?sort=rating&dir=asc>; **Exhibit K**). A video posted on YouTube proposes repairs that involve disassembling the Toothbrushes and tightening the screw that attaches the vibrating shaft to the handle (*See* <http://www.youtube.com/watch?v=V9P9D93vPLU>). An eBay listing even offers a repair. (<http://www.ebay.com/itm/ws/eBayISAPI.dll?ViewItem&item=181037393040&item=181037393040&lgeo=1&vectorid=229466>.)

D. Philips Fails to Disclose the Defect to U.S. Consumers

46. Philips’ customer support website for the United States makes no mention of the Defect. Instead, Philips represents that the perceived loss of power caused by the Defect is the result of worn brush heads, and suggests that consumers buy additional brush heads (made by Philips) to address the manifestation of the Defect.

47. In the Frequently Asked Questions section of the User Manual accompanying the Toothbrushes sold in the United States, Philips does not mention the Defect, and suggests to consumers that the loss of cleaning power is the result of a worn brush head:

Q: *Why does the Sonicare seem less powerful?*

A. You may need to charge the Sonicare.

The Easy-start feature may be on. Deactivate the Easy-start feature (see chapter “Features”).

You may need to replace your brush head.

(Emphasis added).

48. Philips makes the same type of statement on the Sonicare customer support page for its United States website:

Question

My Sonicare toothbrush doesn’t vibrate as much or isn’t so powerful.

Answer

1. First, make sure that your toothbrush is fully charged.
2. Did you purchase your toothbrush within the last 60 days? If so, your Easystart feature may still be activated. The Easystart feature gently increases power over the first 14 brushings to ease you into the Sonicare brushing experience. If Easystart is activated, your brush may not seem to be as powerful as expected.
3. The Easystart feature on your toothbrush may have been activated. To determine whether it has, place the handle in a plugged charger base and press the on/off button firmly. If you hear one beep, the Easystart feature has been deactivated. When you use the brush in this condition the brush will be working at its full power level. If you hear two beeps the Easystart feature has been activated, and you will feel less power.
4. If your toothbrush has more than one mode of operation, you may have activated a different mode with a different brushing

1 action. For brushes with dual speed settings, the dual speed button
2 may be at the reduced speed setting.

3 **5. Old, worn brush heads can also seem to be less effective or**
4 **powerful in their brushing action. If your brush head has been**
5 **in use for more than 3 months, it should be replaced with a**
6 **new one.**

7 See [www.usa.philips.com/c/electric-toothbrushes/diamondclean-5-modes-2-brush-heads-usb-](http://www.usa.philips.com/c/electric-toothbrushes/diamondclean-5-modes-2-brush-heads-usb-charging-case-hx9332_05/prd/en/?jsessionid=7C015A3B9779F185EE8A7227ED17A107.app121-drp1?t=support#rdy)
8 [charging-case-hx9332_05/prd/en/?jsessionid=7C015A3B9779F185EE8A7227ED17A107](http://www.usa.philips.com/c/electric-toothbrushes/diamondclean-5-modes-2-brush-heads-usb-charging-case-hx9332_05/prd/en/?jsessionid=7C015A3B9779F185EE8A7227ED17A107.app121-drp1?t=support#rdy)
9 [.app121-drp1?t=support#rdy](http://www.usa.philips.com/c/electric-toothbrushes/diamondclean-5-modes-2-brush-heads-usb-charging-case-hx9332_05/prd/en/?jsessionid=7C015A3B9779F185EE8A7227ED17A107.app121-drp1?t=support#rdy) visited Mar. 14, 2013; last visited Aug. 22, 2013) (emphasis added).

10 49. Consumers who have sought to remedy the Defect by purchasing replacement
11 brush heads will be disappointed. As the inherent Defect remains, and the metal shaft transmitter
12 remains loose, the new brush heads will not correct the inability of the vibrations generated in
13 the handle to be transmitted to the brush head or bristles. With the Defect obfuscated by Philips,
14 consumers are left to abandon their significant investment in their oral hygiene or to purchase
15 another Sonicare Toothbrush that suffers from the same Defect and will fail before the end of its
16 expected useful life.

17 50. For its customers in the United States, Philips has not issued a product recall,
18 offered to repair or replace all of the defective Toothbrushes, or even informed consumers of the
19 existence of the Defect. Philips continues to sell the Toothbrushes to consumers without
20 disclosing the Defect. Because Philips does not acknowledge the Defect as the cause of
21 consumers' complaints that the Toothbrushes seem to lose cleaning power over time, and instead
22 informs them incorrectly regarding the issue, consumers in the United States usually are unable
23 to seek warranty repairs, delay seeking such repairs until after the guarantee expires, and
24 ultimately discard the Toothbrushes prematurely, try to fix the Toothbrushes themselves, or pay
25 a third party to attempt to repair the Defect.

26 **E. Philips Breaches Express and Implied Warranties on the Toothbrushes**

27 51. In addition to the representations concerning the specifications of the
Toothbrushes (*see* ¶¶ 33-36, *supra*), Philips sells the Toothbrushes in a package that states "2

1 Year Warranty,” with an enclosed multipage document titled “Certificate of Purchase” bearing a
 2 “2 Year World Wide Guarantee” watermark by Philips, and the terms of its guarantee in many
 3 languages including English. *See Exhibit D* (exemplar of warranty). The English language
 4 section provides:

5 **Guarantee**

6 Philips Consumer Lifestyle guarantees its products for a period of two
 7 years after the date of purchase. In any defect due to faulty materials and
 8 workmanship occurs within this two-year guarantee period, Philips
 9 Consumer Lifestyle will repair or replace the product at its expense.

10 Philips Consumer Lifestyle will only pay for a repair or replacement if
 11 convincing proof is provided, for instance by means of a receipt, that the
 day on which service is claimed is within the guarantee period.

12 The guarantee does not cover products and/or product parts that are
 13 subject to wear that can be considered as consumable parts by their nature
 14 or that are made of glass.

15 The guarantee is not valid if a defect is due to damage caused by incorrect
 16 use, poor maintenance (e.g., parts blocked by scale or if alterations or
 17 repairs have been carried out by persons not authorized by Philips
 18 Consumer Lifestyle). For the appliance to be used correctly the user
 19 should strictly adhere to all instructions included in the instructions for use
 and should abstain from any actions or uses that are described as undesired
 or which are warned against in the instructions for use.

20 **Important: guarantee restrictions for certain products and materials**

21 For some products the guarantee may be subject to certain restrictions, for
 22 instance as a result of the type of material used. Guarantee restrictions, if
 23 any, can be found under the heading ‘Guarantee restrictions’ in the chapter
 ‘Guarantee & service’ of the directions for use.

24 These guarantee restrictions do not affect your statutory rights.

52. When, despite Philips' statements that the symptoms of the Defect are the result of worn brush heads, consumers seek warranty service for the Defect, Philips fails to provide either a repair or a Defect-free Toothbrush. Instead, Philips simply replaces their Toothbrush with a new or refurbished Toothbrush that suffers from the same Defect. When the replacement Toothbrush begins to manifest the Defect within the express warranty period, Philips simply replaces the Toothbrushes with another new or refurbished Toothbrush that also contains the Defect and will fail long before the end of its expected useful life. It appears that Philips is unable or unwilling to repair the Defect or provide Defect-free replacement Toothbrushes to its customers.

53. Repeated demands for warranty service or refunds are futile. Philips has no ability to provide a repair for the Defect, or replacement Toothbrushes that do not suffer from the Defect. Demands for refunds are also futile, as it is Philips' policy is to refuse requests for refunds on the ground that the Toothbrushes fail to meet the implied warranty of merchantability.

54. Consumers are left with Toothbrushes, which due to the Defect, will fail to provide the vastly superior cleaning capabilities promised by Philips (*see* ¶¶ 33-36, *supra*) for the duration of their expected useful life of at least five years. Instead, the Toothbrushes will manifest the Defect long before the end of their expected useful life, usually within one to two years of normal use, but often times sooner. Once the Defect is manifested, the Toothbrushes rely on friction rather than vibration to clean, and are not significantly more effective than a disposable manual toothbrush. Given that consumers purchase the Toothbrushes in order to obtain vastly superior cleaning capability promised, the Defect, which renders the Toothbrushes comparable in effectiveness to a manual toothbrush, also renders the Toothbrushes unsuitable for their intended purpose. Further, consumers who are unaware of the Defect wind up buying replacement brush heads in the hope of restoring the performance of their Toothbrushes.

55. This Consolidated Complaint is supplemented to include all similar wrongdoing by Defendants since the filing of the initial complaints.

CLASS ACTION ALLEGATIONS

56. Plaintiffs brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and a nationwide class, defined as follows:

All purchasers of Philips Sonicare rechargeable toothbrushes that feature (i) a handle that contains a mechanism that creates vibrations that are transmitted through a metal shaft that protrudes from the top of the handle, and (ii) a disposable brush head that mounts onto the vibrating metal shaft, who purchased the toothbrushes in the United States (the “Class”) from March 20, 2009 through the final disposition of this and any and all related actions (the “Class Period”). The Class includes, but is not limited to, purchasers of the following models of Sonicare toothbrushes: Diamond Clean, FlexCare, FlexCare+, Flexcare Platinum, Healthy White, EasyClean, and Sonicare for Kids. Excluded from the Class are Defendants, and any person, firm, trust, corporation, or other entity related to or affiliated with Defendants, including employees, officers, and directors.³

57. Plaintiffs also bring this action pursuant to Rule 23 on behalf of themselves and the following State Subclasses, defined as follows:

New York residents who purchased any of the above-listed products during the Class Period (the “New York Subclass”);

Florida residents who purchased any of the above-listed products during the Class Period (the “Florida Subclass”);

New Jersey residents who purchased any of the above-listed products during the Class Period (the “New Jersey Subclass”); and

Connecticut residents who purchased any of the above-listed products during the Class Period (the “Connecticut Subclass”).

³ Plaintiffs reserve the right to amend all class and subclass definitions at class certification based on additional research and/or changes in law.

1 58. The Class and subclasses are each composed of no fewer than thousands of
 2 persons, and each is sufficiently numerous and geographically dispersed for class treatment. The
 3 joinder of all Class members individually in one action would be impracticable.

4 59. Plaintiffs' claims are typical of the claims of the Class and subclasses, and
 5 Plaintiffs have no interests adverse to the interests of other members of the Class or subclasses.

6 60. This dispute raises questions of law and fact that are common to all members of
 7 the Class or common within each subclass. Those common questions predominate over
 8 questions that arise on an individual basis. The common questions of law and fact include,
 9 without limitation:

10 (a) Whether Philips' acts or practices regarding the Toothbrushes were unfair
 11 or deceptive;

12 (b) Whether Philips' acts or practices had a capacity to deceive consumers
 13 into believing that the Toothbrushes operated properly or were free from material defects;

14 (c) Whether Philips violated the Magnuson-Moss Act;

15 (d) Whether Philips violated the Washington Consumer Protection Act, RCW
 16 ch. 19.86;

17 (e) Whether Philips violated the Connecticut Unfair Trade Practices Act,
 18 Conn. Gen. Stat. § 42-110a *et seq.*

19 (f) Whether Philips violated New York General Business Law §§ 349, 350.

20 (g) Whether Philips violated the New Jersey Consumer Fraud Act, N.J.S.A.
 21 § 58:8-1, *et seq.*

22 (h) Whether Philips undertook a course of conduct to fail to inform consumers
 23 about the existence of the Defect;

24 (i) Whether the Defect constitutes a manufacturing, materials, or design
 25 defect;

26 (j) Whether Philips breached the express warranty applicable to the
 27 Toothbrushes;

1 (k) Whether Philips breached implied warranties applicable to the
2 Toothbrushes;

3 (l) Whether the members of the Class have been injured by Philips' conduct;

4 (m) Whether the members of the Class have sustained damages and/or are
5 entitled to restitution as a result of Philips' wrongdoing and, if so, what is the proper
6 measure or appropriate formula to be applied in determining such damages and/or
7 restitution; and

8 (n) Whether the members of the Class are entitled to injunctive relief.

9 61. Plaintiffs will fairly and adequately protect the interests of the Class and
10 subclasses and have retained counsel experienced and competent in the prosecution of class
11 action litigation.

12 62. A class action is superior to other methods for the fair and efficient adjudication
13 of the claims herein asserted. Plaintiffs anticipate that no unusual difficulties are likely to be
14 encountered in the management of this class action.

15 63. A class action will permit a large number of similarly situated persons to
16 prosecute their common claims in a single forum simultaneously, efficiently, and without the
17 duplication of effort and expense that numerous individual actions would engender. Class
18 treatment also will permit the adjudication of relatively small claims by many Class members
19 who could not otherwise afford to seek legal redress for the wrongs complained of herein. If a
20 class action is not permitted, Class members will continue to suffer losses and Philips'
21 misconduct will continue without proper remedy.

22 64. Philips has acted and refused to act on grounds generally applicable to the entire
23 Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with
24 respect to the Class as a whole.

1 **FIRST CAUSE OF ACTION**

2 **Violation of Magnuson-Moss Act (15 U.S.C. § 2301 *et seq.*)**

3 **(on behalf of the Nationwide Class)**

4 65. Each of the above allegations is incorporated herein.

5 66. Plaintiff brings this claim individually and on behalf of the nationwide Class,
6 which is comprised of consumers as defined in 15 U.S.C. § 2301(3).

7 67. Defendants are suppliers and warrantors as defined in 15 U.S.C. § 2301(4)(5).

8 68. The Toothbrushes are consumer products as defined in 15 U.S.C. § 2301(6) and
9 cost in excess of \$25.

10 69. The two-year guarantee provided with the Toothbrushes (*see Exhibit D* and ¶ 51,
11 *supra*) does not state that it is a “limited warranty.” Accordingly, pursuant to the provisions of
12 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, the two-year guarantee is deemed
13 to be a “full” warranty. Thus, any effort by Defendants to disclaim or limit any implied warranty
14 is void and unenforceable, and Philips is obligated under both any express written warranty
15 provided with the Toothbrushes (including representations as to the specifications and cleaning
16 capabilities of the Toothbrushes), as well as the implied warranty of merchantability for the
17 duration of the expected useful life of the Toothbrushes.

18 70. Philips made the following express warranties as to the capabilities of the
19 Toothbrushes: (i) Philips claims on the product packaging and the product specifications posted
20 on its website that the vibrations generated by the handle (the “Sonic Technology”) result in the
21 brush head providing 31,000 “brushstrokes” per minute, far more “brushstrokes” than possible
22 with a manual brush; (ii) the specifications and product packaging for the EasyClean,
23 Healthywhite and Flexcare models promise that the Toothbrushes will remove twice as much
24 dental plaque as a manual toothbrush, while the DiamondClean model promises to remove five
25 times as much plaque as a manual toothbrush; (iii) The specifications for the Sonicare Kids
26 model state that it will remove more plaque than a manual toothbrush; and (iv) the product
27 packaging and specifications for all models of the Toothbrushes, other than the Sonicare Kids

1 model also promise that the “Sonic Technology” will remove dental staining, whiten teeth, and
 2 improve gum health more effectively than a manual toothbrush. *See Exhibits B* (photographs
 3 of exemplars of the packaging for the Diamond Clean, FlexCare+, Healthy White, EasyClean,
 4 and Sonicare for Kids) and *C* (copies of the product specifications posted on the Philips web
 5 site for the Diamond Clean, FlexCare+, Flexcare Platinum, Healthy White, EasyClean, and
 6 Sonicare for Kids models, with the relevant specifications underscored or highlighted).

7 71. Philips breached these warranties because the Toothbrushes suffer from the
 8 Defect, which is present in the Toothbrushes when they are sold and delivered to consumers.
 9 Due to the constant vibrations generated in the device, these incipient forces begin to degrade
 10 the transmission system of the Toothbrushes from the first moment it is turned on. Over time,
 11 and within the expected useful life of the Toothbrushes, the metal stem comes loose at the
 12 attachment point within the handle. Once the Defect begins to manifest, the Toothbrushes will
 13 continue to generate vibrations in the handle, but will not transmit the vibrations to the brush
 14 head or bristles to produce the 31,000 “brushstrokes” per minute and superior cleaning results
 15 claimed by Philips.

16 72. As a result of the Defect, the Toothbrushes will not (i) provide the promised
 17 31,000 “brushstrokes” per minute, (ii) remove twice as much dental plaque as a manual
 18 toothbrush, as represented for the EasyClean, Healthywhite and Flexcare models, or five times
 19 as much plaque as a manual toothbrush for the Diamond Clean Model; (iii) remove more plaque
 20 than a manual toothbrush as represented for the Sonicare Kids model; or (iv) remove dental
 21 staining, whiten teeth, and improve gum health more effectively than a manual toothbrush.

22 73. In addition, Pursuant to the full two-year warranty, Philips guarantees the
 23 Toothbrushes to be defect-free for two years from the date of purchase and promises to repair or
 24 replace the product if any defect occurs during that time period. *See Exhibit D* and ¶ 51, *supra*.
 25 Philips breached this warranty because: (i) the Toothbrushes suffer from the Defect, which is
 26 present when the toothbrushes are sold; (ii) Philips refuses to repair the Defect or replace the
 27 Toothbrushes with new Toothbrushes that do not suffer from the Defect; and (iii) Philips

1 attempts to obfuscate the existence of the Defect by informing consumers that the loss of
2 cleaning power is due to worn brush heads, rather than the Defect.

3 74. When consumers seek warranty service for the Defect, Philips fails to provide
4 either a repair or a Defect-free Toothbrush. Instead, Philips simply replaces their Toothbrush
5 with a new or refurbished Toothbrush that suffers from the same Defect. When the replacement
6 Toothbrush begins to manifest the Defect within the express warranty period, Philips simply
7 replaces the Toothbrushes with another new or refurbished Toothbrush that also contains the
8 Defect and will fail long before the end of its expected useful life.

9 75. Prior to filing suit, Plaintiff Ng made two demands for repair of the Defect
10 within the express warranty period, and each time, Philips provided him a replacement product
11 that also suffered from the Defect. Indeed, Demands for repairs or replacement Toothbrushes
12 are futile, as Mr. Ng's experience confirms that Philips has no ability to provide a repair for the
13 Defect, or replacement Toothbrushes that do not suffer from the Defect.

14 76. Plaintiff Bueso sought relief from Philips for the Defect. Philips indicated only
15 that it might consider a replacement product, but never offered Mr. Bueso a Defect-free
16 replacement Toothbrush.

17 77. Many consumers never even seek repairs within the express warranty period,
18 because Philips, in contrast to its treatment of its customers in the United Kingdom, failed to
19 disclose the Defect to its customers in the United States. Instead, Philips sought to obfuscate
20 the existence of the Defect by representing to consumers that the loss of cleaning power must be
21 due to worn brush heads. Plaintiff Chawla, for example, never sought any warranty repair, and
22 instead purchased additional brush heads, because he was led to believe by Philips that the
23 products were free of the Defect and the loss of cleaning power must be due to worn brush
24 heads. Of course, since Mr. Chawla's Toothbrush suffered from the Defect, the new brush
25 heads did not restore its performance. Similarly, because Philips sought to obfuscate the
26 existence of the Defect, Plaintiff Coe had no idea the problem she encountered with the
27

1 Sonicare for Kids was the result of the Defect, and she wound up purchasing a second Sonicare
2 for Kids to replace the first one.

3 78. To the extent any Plaintiffs did not make a demand for repair under the express
4 warranty, it was because Philips failed to disclose the Defect, and instead informed consumers
5 that the loss of cleaning power was due to worn brush heads, and was not the result of a
6 systemic and inherent Defect. Further, even if Plaintiffs Chawla and Coe had made such a
7 demand, it would have been futile as Philips has no ability to provide a repair for the Defect, or
8 replacement Toothbrushes that do not suffer from the Defect.

9 79. In addition to the foregoing express warranties, Philips is also bound by the
10 implied warranty of merchantability for the expected useful life of the Toothbrushes, which,
11 based upon the limitations of the rechargeable lithium ion batteries used in the Toothbrushes,
12 should be at least five years.

13 80. The implied warranty of merchantability requires that the Toothbrushes be fit for
14 their ordinary use, and conform to the representations made on the package.

15 81. Philips breached this implied warranty because the Defect renders the
16 Toothbrushes unsuitable for their intended purpose of providing a superior cleaning, plaque
17 removal, and stain removal as compared to a manual toothbrush. As a result of the Defect, the
18 Toothbrushes simply function like a manual toothbrush and clean teeth by relying upon friction
19 created by the user physically moving the brush over the teeth, with cleaning results comparable
20 to a manual toothbrush. Further, the Defect degrades the performance of the Toothbrushes and
21 renders them useless for their intended purpose long before the end of the expected useful life of
22 the Toothbrushes.

23 82. Philips also breached this implied warranty, which extends for the expected useful
24 life of the Toothbrushes, because the Toothbrushes do not conform to the representations made
25 on the product packages. Philips makes the following claims on the product packaging: (i) on all
26 models of the Toothbrushes other than the Sonicare for Kids, Philips represents that the
27 vibrations generated by the handle result in the brush head providing 31,000 “brushstrokes” per

1 minute; (ii) for the EasyClean, Healthywhite and Flexcare models, Philips represents that the
 2 Toothbrushes will remove twice as much dental plaque as a manual toothbrush, while the
 3 DiamondClean model promises to remove five times as much plaque as a manual toothbrush;
 4 (iii) the package for the Sonicare Kids model promises better results than a manual toothbrush;
 5 and (iv) the product packaging for all models of the Toothbrushes, other than the Sonicare Kids
 6 model also promise that the “Sonic Technology” will remove dental staining, and improve gum
 7 health more effectively than a manual toothbrush. *See Exhibit B* (photographs of exemplars of
 8 the packaging for the Diamond Clean, FlexCare+, Healthy White, EasyClean, and Sonicare for
 9 Kids, with the representations underscored or highlighted). As a result of the Defect, the
 10 Toothbrushes simply function like a manual, with cleaning results comparable to a manual
 11 toothbrush, rendering the foregoing representations untrue.

12 83. Plaintiff Bueso demanded a refund because Philips breached the implied warranty
 13 of merchantability, because the Toothbrushes do not provide the vastly superior cleaning
 14 promised by Philips for the expected useful life of the product, and are therefore unsuitable for
 15 their intended purpose (i.e., providing teeth cleaning capabilities that are vastly superior to a
 16 manual toothbrush). Philips refused Mr. Bueso’s request for a refund.

17 84. By reason of Philips’ breaches of the express unlimited written warranty, the
 18 express warranty as to the product specifications, and the implied warranty of merchantability,
 19 Philips violated the statutory rights due the Plaintiff and the nationwide Class pursuant to the
 20 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, thereby damaging Plaintiff and the
 21 Class. As a result of Philips’ violation of the Magnuson-Moss Warranty Act, Plaintiffs have
 22 been left with Toothbrushes that failed to function as intended and represented, long before the
 23 end of the expected useful life of the Toothbrushes.

24 **SECOND CAUSE OF ACTION**

25 **Breach of Express Warranty**

26 **(On behalf of the Florida, New Jersey, Connecticut and New York Subclasses)**

27 85. Each of the above allegations is incorporated herein.

86. Plaintiffs bring this claim individually and on behalf of the Florida, New York, Connecticut and New Jersey Subclasses, they each represent.

87. Philips' affirmations of fact and/or promises relating to the Toothbrushes created express warranties. Philips made the following express warranties as to the capabilities of the Toothbrushes: (i) Philips claims on the product packaging and the product specifications posted on its website that the vibrations generated by the handle (the "Sonic Technology") result in the brush head providing 31,000 "brushstrokes" per minute, far more "brushstrokes" than possible with a manual brush; (ii) the specifications and product packaging for the EasyClean, Healthywhite and Flexcare models promise that the Toothbrushes will remove twice as much dental plaque as a manual toothbrush, while the DiamondClean model promises to remove five times as much plaque as a manual toothbrush; (iii) The specifications for the Sonicare Kids model state that it will remove more plaque than a manual toothbrush; and (iv) the product packaging and specifications for all models of the Toothbrushes, other than the Sonicare Kids model also promise that the "Sonic Technology" will remove dental staining, whiten teeth, and improve gum health more effectively than a manual toothbrush. *See Exhibits B* (photographs of exemplars of the packaging for the Diamond Clean, FlexCare+, Healthy White, EasyClean, and Sonicare for Kids) and *C* (copies of the product specifications posted on the Philips web site for the Diamond Clean, FlexCare+, Flexcare Platinum, Healthy White, EasyClean, and Sonicare for Kids models, with the relevant specifications underscored or highlighted).

88. Philips' descriptions of the Toothbrushes became part of the bases of the bargains between consumers and Philips, creating express warranties that the product purchased by Plaintiffs and the Class would conform to Philips' representations.

89. In fact, the products purchased by Plaintiff did not so conform, as the Toothbrushes contain the inherent and characteristic Defect that prevents them from operating properly or more efficaciously than a standard manual toothbrush. As a result of the Defect, the Toothbrushes will not (i) provide the promised 31,000 "brushstrokes" per minute, (ii) remove twice as much dental plaque as a manual toothbrush, as represented for the EasyClean,

1 Healthywhite and Flexcare models, or five times as much plaque as a manual toothbrush for the
 2 Diamond Clean Model; (iii) remove more plaque than a manual toothbrush as represented for the
 3 Sonicare Kids model; or (iv) remove dental staining, whiten teeth, and improve gum health more
 4 effectively than a manual toothbrush.

5 90. Philips also guarantees the Toothbrushes to be defect-free for two years from the
 6 date of purchase and promises to repair or replace the product if any defect occurs during that
 7 time period. *See Exhibit D* and ¶ 51, *supra*.

8 91. Philips breached this warranty because: (i) the Toothbrushes suffer from the
 9 Defect, which is present when the toothbrushes are sold; (ii) Philips refuses to repair the Defect
 10 or replace the Toothbrushes with new Toothbrushes that do not suffer from the Defect; and (iii)
 11 Philips attempts to obfuscate the existence of the Defect by informing consumers that the loss of
 12 cleaning power is due to worn brush heads, rather than the Defect.

13 92. When consumers seek warranty service for the Defect, Philips simply replaces
 14 their Toothbrush with a new or refurbished Toothbrush that suffers from the same Defect.
 15 When the replacement Toothbrush begins to manifest the Defect within the express warranty
 16 period, Philips simply replaces the Toothbrushes with another new or refurbished Toothbrush
 17 that also contains the Defect and will fail long before the end of its expected useful life. For
 18 example, Prior to filing suit, Plaintiff Ng made two demands for repair of the Defect within the
 19 express warranty period, and each time, Philips provided him a replacement product that also
 20 suffered from the Defect. Prior to filing suit, Plaintiff Bueso also sought relief from Philips for
 21 the Defect. Philips indicated only that it might consider a replacement product, but never
 22 offered Mr. Bueso a Defect-free replacement Toothbrush.

23 93. To the extent any Plaintiffs did not make a demand for repair under the express
 24 warranty, it was because Philips failed to disclose the Defect, and instead sought to obfuscate
 25 the existence of the Defect by informing consumers that the loss of cleaning power was due to
 26 worn brush heads, and was not the result of a systemic and inherent Defect. Plaintiff Chawla,
 27 for example, never sought any warranty repair, and instead purchased additional brush heads,

1 because he was led to believe by Philips that the products were free of the Defect and the loss of
 2 cleaning power must be due to worn brush heads. Similarly, Plaintiff Coe had no idea the
 3 problem she encountered with the Sonicare for Kids was the result of the Defect, and she wound
 4 up purchasing a second Sonicare for Kids to replace the first one. Of course, if Plaintiffs
 5 Chawla and Coe had made such a demand, it would have been futile. As Mr. Ng's experience
 6 confirms, Philips has no ability to provide a repair for the Defect, or replacement Toothbrushes
 7 that do not suffer from the Defect

8 94. As a result of the foregoing, Plaintiff and the subclasses have suffered harm.
 9 Specifically, Plaintiffs have been left with Toothbrushes that failed to function as intended and
 10 represented, long before the end of the expected useful life of the Toothbrushes.

11 **THIRD CAUSE OF ACTION**

12 **Breach of Implied Warranty**

13 **(On behalf of the Florida, New Jersey, Connecticut and New York Subclasses)**

14 95. Each of the above allegations is incorporated herein.

15 96. Plaintiffs bring this claim individually and on behalf of the Florida, New Jersey,
 16 Connecticut and New York Subclasses they each represent.

17 97. The two-year guarantee provided with the Toothbrushes (*see Exhibit D* and ¶ 51,
 18 *supra*) does not state that it is a "limited warranty." Accordingly, pursuant to the provisions of
 19 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, the two-year guarantee is deemed
 20 to be a "full" warranty. Thus, notwithstanding any disclaimers of implied warranties, Philips is
 21 bound by the implied warranty of merchantability for the duration of the expected useful life of
 22 the Toothbrushes, which based upon the limitations of the batteries used in the Toothbrushes,
 23 should be at least five years.

24 98. The implied warranty of merchantability requires that the Toothbrushes be fit for
 25 their ordinary use, and conform to the representations made on the package.

26 99. Philips makes the following claims on the product packaging: (i) on all models
 27 of the Toothbrushes other than the Sonicare for Kids, Philips represents that the vibrations

generated by the handle result in the brush head providing 31,000 “brushstrokes” per minute; (ii) for the EasyClean, Healthywhite and Flexcare models, Philips represents that the Toothbrushes will remove twice as much dental plaque as a manual toothbrush, while the DiamondClean model promises to remove five times as much plaque as a manual toothbrush; (iii) the package for the Sonicare Kids model promises better results than a manual toothbrush; and (iv) the product packaging for all models of the Toothbrushes, other than the Sonicare Kids model also promise that the “Sonic Technology” will remove dental staining, and improve gum health more effectively than a manual toothbrush. *See Exhibit B* (photographs of exemplars of the packaging for the Diamond Clean, FlexCare+, Healthy White, EasyClean, and Sonicare for Kids).

100. Philips breached this implied warranty, because the Toothbrushes do not conform to the representations made on the product packages. As a result of the Defect, the Toothbrushes simply function like a manual toothbrush, with cleaning results comparable to a manual toothbrush, rendering the foregoing representations untrue.

101. Philips breached the implied warranty of merchantability because the Defect renders the Toothbrushes unsuitable for their intended purpose of providing a superior cleaning, plaque removal, and stain removal as compared to a manual toothbrush. As a result of the Defect, the Toothbrushes simply function like a manual toothbrush and clean teeth by relying upon friction created by the user physically moving the brush over the teeth, with cleaning results comparable to a manual toothbrush.

102. The Defect renders the Toothbrushes non-compliant with the representations on the product packages, and useless for their intended purpose, long before the end of the expected useful life of the Toothbrushes.

103. As a result of the foregoing, Plaintiffs and the Subclasses have suffered damages. Specifically, Plaintiffs have been left with Toothbrushes that failed to function as intended and represented, long before the end of the expected useful life of the Toothbrushes.

FOURTH CAUSE OF ACTION

Violation of Washington Consumer Protection Act (RCW ch. 19.86)

(on behalf of the Nationwide Class)

104. Each of the above allegations is incorporated herein.

105. Plaintiffs bring this claim individually, and on behalf of the nationwide Class, who purchased Toothbrushes in the U.S. for violation of the Washington Consumer Protection Act (“CPA”) that provides that “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” RCW § 19.86.020.

106. As the purpose of the CPA is “to protect the public and foster fair and honest competition,” the act is “liberally construed” to serve its beneficial purposes. RCW § 19.86.920.

107. The CPA prohibits (a) an unfair or deceptive act or practice, (b) occurring in trade or commerce, (c) with a public interest impact, (d) that causes injury.

108. In the context of the CPA, pleading and proof of an unfair or deceptive act or practice under RCW § 19.86.020 bears little resemblance to pleading and proof of common-law fraud. It can be predicated on an act or practice so designated by statute (i.e., a per se violation); an act or practice that has the capacity to deceive substantial portions of the public; or an unfair or deceptive act or practice not regulated by statute but in violation of public interest. An act or practice can be unfair without being deceptive and still violate the CPA.

109. Defendants’ acts and practices described herein were unfair, had a capacity to deceive a substantial portion of the public, and affect the public interest in at least the following ways:

110. Defendants represented that the Toothbrushes were free from defects, when in fact they contain a significant Defect that renders them unfit and unusable for their intended purpose;

111. Due to consumer complaints and warranty returns, Defendants were aware of the Defect before any of the Plaintiffs purchased the Toothbrushes.

1 112. Defendants did not disclose the existence of the Defect to purchasers or potential
2 purchasers in the United States;

3 113. Defendants represented that the Toothbrushes were capable of utilizing “Sonic
4 Technology” and acoustic vibrations to provide a high level of oral hygiene in a more efficacious
5 manner than a simple manual toothbrush, despite the fact that the Defect makes it impossible for
6 the acoustic vibrations to be transmitted to the brush head and bristles.

7 114. Despite Defendants’ knowledge of the Defect, and that the Defect was
8 substantially certain to appear well before the end of the expected useful life of these products,
9 Defendants continued to sell the Toothbrushes without disclosing that they contained a Defect,
10 which would cause them to fail prematurely.

11 115. Defendants disclosed the existence of the Defect and took remedial action for
12 consumers in its home market in Europe, while failing to provide the same information or
13 remediation to consumers in the United States.

14 116. Defendants caused consumers to purchase replacement brush heads to cure the
15 problems caused by the Defect, when it knew or should have known that this would not resolve
16 the problem;

17 117. When called upon to provide warranty repairs to correct the Defect, Defendants
18 provide replacement Toothbrushes that Defendants are aware also suffer from the Defect and
19 will fail as a result of the Defect long before the end of their expected useful life. When the
20 Defect manifests itself in these replacement Toothbrushes within their expected useful life,
21 Defendants fail to provide a repair to correct the Defect or a Defect-free replacement
22 Toothbrushes.

23 118. Defendants conducted its acts and practices described herein in the course of trade
24 or commerce.

25 119. Defendants’ unfair and deceptive acts and practices impact the public interest.
26 Defendants committed the acts and practices in the course of their everyday business; the acts
27 and practices are part of a pattern or generalized course of business; Defendants committed the

1 acts and practices repeatedly and continually both before and after Plaintiff's purchase of a
 2 Toothbrush; there is a real and substantial potential for repetition of Defendants' conduct; and
 3 many purchasers are affected or likely to be affected.

4 120. Defendants' unfair and deceptive acts and practices proximately caused injury to
 5 Plaintiffs' and the Class's business or property and proximately caused actual damages. Plaintiffs
 6 sand the Class members suffered an ascertainable loss caused by Philips' misrepresentation
 7 because: (i) they paid for Toothbrushes that they reasonably expected to be free of defects and
 8 last far longer than two years, but which manifested the Defect long before the end of their
 9 expected useful lives, (ii) Philips did not disclose the existence of the Defect and led some
 10 Plaintiffs and class members to purchase unnecessary replacement brush heads for the
 11 Toothbrushes instead of demanding a repair, replacement, or refund, and (iii) they would not
 12 have purchased the Toothbrushes, or paid substantially less for the Toothbrushes, if Philips had
 13 disclosed the Defect.

14 121. Philips' aforementioned affirmative representations and knowing omissions of
 15 material facts, as well as its wrongful sales and warranty practices, were largely disseminated
 16 and directed from the principal offices of Philips Oral Healthcare, Inc. in Bothell, Washington.
 17 Therefore, based upon the choice of law rules applied in this District, Plaintiff preliminarily
 18 identifies the substantive laws of Washington as the most likely to apply to the actions and
 19 omissions complained of herein.

20 **FIFTH CAUSE OF ACTION**

21 **Violation of Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.***

22 **(on behalf of the Connecticut Subclass)**

23 122. Each of the above allegations is incorporated herein.

24 123. In the alternative to the Washington Consumer Protection Act claim, Plaintiff
 25 Sam Chawla resides in Connecticut and brings this claim individually and on behalf of the
 26 Connecticut Subclass members who own any of the Toothbrushes.
 27

1 124. The Connecticut Unfair Trade Practices Act (“CUTPA”) prohibits (a) an unfair,
2 deceptive, or unconscionable act or practice, (b) occurring in trade or commerce, (c) that causes
3 injury.

4 125. Defendants violated the CUTPA by engaging in the following conduct:

5 126. Defendants represent that these toothbrushes are fit for their intended use, even
6 though Defendants know the Toothbrushes suffer from a significant Defect that renders them
7 unfit and unusable for their intended purpose;

8 127. Due to consumer complaints and warranty returns, Defendants were aware of the
9 Defect before any of the Plaintiffs purchased the Toothbrushes.

10 128. Defendants did not disclose the existence of the Defect to purchasers or potential
11 purchasers in the United States;

12 129. Defendants represented that the Toothbrushes were capable of utilizing “Sonic
13 Technology” and acoustic vibrations to provide a high level of oral hygiene in a more efficacious
14 manner than a simple manual toothbrush, despite the fact that the Defect makes it impossible for
15 the acoustic vibrations to be transmitted to the brush head and bristles.

16 130. Despite Defendants’ knowledge of the Defect, and that the Defect was
17 substantially certain to appear well before the end of the expected useful life of these products,
18 Defendants continued to sell the Toothbrushes without disclosing that they contained a Defect,
19 which would cause them to fail prematurely.

20 131. Defendants disclosed the existence of the Defect and took remedial action for
21 consumers in its home market in Europe, while failing to provide the same information or
22 remediation to consumers in the United States.

23 132. Defendants advised consumers into purchasing replacement brush heads to cure
24 the loss of cleaning power caused by the Defect, when it knew or should have known that this
25 would not resolve the problem.

26 133. When called upon to provide warranty repairs to correct the Defect, Defendants
27 provide replacement Toothbrushes that Defendants are aware also suffer from the Defect and

1 will fail as a result of the Defect long before the end of their expected useful life. When the
2 Defect manifests itself in these replacement Toothbrushes within their expected useful life,
3 Defendants refuse to provide a repair to correct the Defect or Defect-free replacement
4 Toothbrushes. Instead, Defendants provide additional replacement toothbrushes that suffer from
5 the Defect, and will fail well before the end of their expected useful life.

6 134. Defendants undertook these actions (i.e., the sale of products they know to be
7 Defective, the efforts to mislead consumers as to the existence of the Defect, the effort to sell
8 unnecessary replacement brush heads to consumers complaining about the Defect, providing
9 warranty service that simply replaces the Toothbrushes with new or refurbished toothbrushes that
10 also contain the Defect, and refusing to provide warranty repairs to correct the Defect or
11 replacement Toothbrushes that do not suffer from the Defect) in order to enrich themselves at the
12 expense of their customers.

13 135. Defendants conducted its acts and practices described herein in the course of trade
14 or commerce.

15 136. Defendants' unfair and deceptive acts and practices proximately caused injury to
16 Plaintiff's and the Class's business or property and proximately caused actual damages.

17 137. Plaintiff Chawla and the Connecticut Sub-Class members suffered an
18 ascertainable loss caused by Philips' misrepresentation because: (i) they paid for Toothbrushes
19 that they reasonably expected to be free of defects and last far longer than two years, but which
20 manifested the Defect long before the end of their expected useful lives, (ii) Philips did not
21 disclose the existence of the Defect and led some Plaintiffs and class members to purchase
22 unnecessary replacement brush heads for the Toothbrushes instead of demanding a repair,
23 replacement, or refund, and (iii) they would not have purchased the Toothbrushes, or paid
24 substantially less for the Toothbrushes, if Philips had disclosed the Defect.

SIXTH CAUSE OF ACTION

Violation of New York General Business Law §§ 349, 350

(on behalf of the New York Subclass)

138. Each of the above allegations is incorporated herein.

139. In the alternative to the Washington Consumer Protection Act claim, Plaintiff Lance Ng resides in New York and brings this claim individually and on behalf of the New York Subclass members who own any of the Toothbrushes.

140. The New York General Business Law prohibits unfair, deceptive, or unconscionable acts or practices that cause injury to consumers in New York.

141. Defendants violated the New York General Business Law by engaging in the following conduct:

142. Defendants represent that these toothbrushes are fit for their intended use, even though Defendants know the Toothbrushes suffer from a significant Defect that renders them unfit and unusable for their intended purpose.

143. Due to consumer complaints and warranty returns, Defendants were aware of the Defect before any of the Plaintiffs purchased the Toothbrushes.

144. Defendants did not disclose the existence of the Defect to purchasers or potential purchasers in New York or the United States.

145. Defendants represented that the Toothbrushes were capable of utilizing “Sonic Technology” and acoustic vibrations to provide a high level of oral hygiene in a more efficacious manner than a simple manual toothbrush, despite the fact that the Defect makes it impossible for the acoustic vibrations to be transmitted to the brush head and bristles.

146. Despite Defendants’ knowledge of the Defect, and that the Defect was substantially certain to appear well before the end of the expected useful life of these products, Defendants continued to sell the Toothbrushes without disclosing that they contained a Defect, which would cause them to fail prematurely.

1 147. Defendants disclosed the existence of the Defect and took remedial action for
2 consumers in its home market in Europe, while failing to provide the same information or
3 remediation to consumers in the United States.

4 148. Defendants misled consumers into purchasing replacement brush heads to cure
5 the problems caused by the Defect, when it knew or should have known that this would not
6 resolve the problem.

7 149. When called upon to provide warranty repairs to correct the Defect, Defendants
8 provide replacement Toothbrushes that Defendants are aware also suffer from the Defect and
9 will fail as a result of the Defect long before the end of their expected useful life. When the
10 Defect manifests itself in these replacement Toothbrushes within the two-year express warranty
11 period, Defendants refuse to provide a repair to correct the Defect or a Defect-free replacement
12 Toothbrush. Instead, Defendants provide replacement Toothbrushes that also suffer from the
13 Defect, and will fail long before the end of their expected useful life.

14 150. Defendants undertook these actions (i.e., the sale of products they know to be
15 Defective, the efforts to mislead consumers as to the existence of the Defect, the effort to sell
16 unnecessary replacement brush heads to consumers complaining about the Defect, providing
17 warranty service that simply replaces the Toothbrushes with new or refurbished toothbrushes that
18 also contain the Defect, and refusing to provide warranty repairs to correct the Defect or
19 replacement Toothbrushes that do not suffer from the Defect) in order to enrich themselves at the
20 expense of their customers.

21 151. Defendants conducted its acts and practices described herein in the course of trade
22 or commerce.

23 152. Defendants' unfair and deceptive acts and practices proximately caused injury to
24 Plaintiff's and the New York Sub-Class's business or property and proximately caused actual
25 damages.

26 153. Defendants' unfair and deceptive acts and practices impact the public interest.
27 Defendants committed the acts and practices in the course of their everyday business; the acts

1 and practices are part of a pattern or generalized course of business; Defendants committed the
 2 acts and practices repeatedly and continually both before and after Plaintiff Ng's purchase of a
 3 Toothbrush; there is a real and substantial potential for repetition of Defendants' conduct; and
 4 many purchasers are affected or likely to be affected.

5 154. Plaintiff Ng and the New York Sub-Class members suffered an ascertainable loss
 6 caused by Philips' misrepresentation because: (i) they paid for Toothbrushes that they reasonably
 7 expected to be free of defects and last far longer than two years, but which manifested the Defect
 8 long before the end of their expected useful lives, (ii) Philips did not disclose the existence of the
 9 Defect and led some Plaintiffs and class members to purchase unnecessary replacement brush
 10 heads for the Toothbrushes instead of demanding a repair, replacement, or refund, and (iii) they
 11 would not have purchased the Toothbrushes, or paid substantially less for the Toothbrushes, if
 12 Philips had disclosed the Defect.

13 SEVENTH CAUSE OF ACTION

14 Violation of the New Jersey Consumer Fraud Act, N.J.S. § 58:8-1, *et seq.*

15 (on behalf of the New Jersey Subclass)

16 155. Each of the above allegations is incorporated herein.

17 156. In the alternative to the Washington Consumer Protection Act claim, Plaintiff
 18 Coe resides in New Jersey and brings this claim individually and on behalf of the New Jersey
 19 Subclass members who purchased Philips Sonicare Toothbrushes in New Jersey.

20 157. Philips misrepresented that the Toothbrushes were free from the Defect when
 21 they are not.

22 158. Due to consumer complaints and warranty returns, Defendants were aware of the
 23 Defect before any of the Plaintiffs purchased the Toothbrushes.

24 159. Philips' material misrepresentation that the Toothbrushes were free from the
 25 Defect constitutes an unconscionable commercial practice, deception, fraud, false promise
 26 and/or misrepresentation as to the nature of the goods, in violation of the New Jersey Consumer
 27 Fraud Act.

160. Plaintiff Coe and members of the New Jersey Subclass suffered an ascertainable loss caused by Philips' misrepresentations because (a) they would not have purchased the Toothbrushes based on the same representation if the truth that the Toothbrushes had the Defect had been known; or (b) they paid more for the Toothbrushes than they would have paid had they known of the Defect.

161. Plaintiff Coe and members of the New Jersey Subclass have been injured by reason of Defendants' unfair and deceptive acts and practices in regard to their manufacturing, marketing, sale, and warranty practices relating to the defective Toothbrushes. These injuries are of the type that the New Jersey Consumer Fraud Act was designed to prevent, and are the direct result of Philips' wrongful conduct.

162. Plaintiff Coe and the New Jersey Sub-Class members suffered an ascertainable loss caused by Philips' misrepresentation because: (i) they paid for Toothbrushes that they reasonably expected to be free of defects and last far longer than two years, but which manifested the Defect long before the end of their expected useful lives, (ii) Philips did not disclose the existence of the Defect and led some Plaintiffs and class members to purchase unnecessary replacement brush heads and/or replacement Toothbrushes instead of demanding a repair, replacement, or refund, and (iii) they would not have purchased the Toothbrushes, or paid substantially less for the Toothbrushes, if Philips had disclosed the Defect.

PRAYER FOR RELIEF

Plaintiff respectfully requests that this Court enter judgment as follows:

A. Declaring that this action is properly maintainable as a class action and certifying Plaintiffs as representatives of the Class and subclasses;

B. To the extent recoverable, awarding Plaintiffs, the Class, and the subclasses compensatory damages, statutory damages, treble damages, and exemplary damages, pursuant to the Magnuson-Moss Act, the Washington CPA, the CUTPA, the New York General Business Law, and/or the New Jersey Consumer Fraud Act.

1 C. Awarding Plaintiffs and the Class and subclasses damages, punitive damages,
2 restitution, and/or disgorgement for their other claims as appropriate;

3 D. Requiring Philips to inform the public of the Defect possessed by its
4 Toothbrushes and enjoining Philips from refusing to perform its warranty obligations;

5 E. Enjoining Philips from selling the defective Toothbrushes without adequate
6 disclosure;

7 F. Awarding pre-judgment and post-judgment interest, to the maximum extent
8 permissible;

9 G. Awarding attorney fees, expenses, and costs; and

10 H. Providing such other and further relief as this Court may deem just and proper.

11 **JURY DEMAND**

12 Plaintiff demands a trial by jury of all issues so triable.

13 Dated: August 23, 2013

14 Respectfully submitted,

15 LAW OFFICES OF
16 CLIFFORD A. CANTOR, P.C.
17 By: s/ *Cliff Cantor*, WSBA #17893
18 627 208th Ave. SE
19 Sammamish, WA 98704-7033
Telephone: (425) 868-7813
Facsimile: (425) 732-3752
cliff.cantor@outlook.com

20 Counsel for Plaintiffs Amy Coe, Robert Bueso,
21 Sam Chawla, and Lance Ng

22 MILBERG LLP
23 Lori G. Feldman, WSBA #29096
24 One Pennsylvania Plaza, 49th Floor
25 New York, NY 10119
Telephone: (212) 594-5300
Facsimile: (212) 868-1229

26 Counsel for Plaintiffs Amy Coe and Robert Bueso

LAX LLP

Robert I. Lax
380 Lexington Avenue, 31st Floor
New York, NY 10168
Telephone: (212) 818-9150
Facsimile: (212) 208-4309

Counsel for Plaintiffs Amy Coe and Robert Bueso

PINILIS HALPERN LLP

William J. Pinilis
237 South St.
Morristown, NJ 07960
Telephone: (973) 401-1111
Facsimile: (973) 401-1114

Counsel for Plaintiff Amy Coe

THE SOBELSOHN LAW FIRM

Daniel E. Sobelsohn
1801 Century Park East, 24th Floor
Los Angeles, CA 90067
Telephone: (310) 775-0504
Facsimile: (310) 861-5205

Counsel for Plaintiffs Sam Chawla and Lance Ng

BARON & HERSKOWITZ, LLP

Jon Herskowitz
9100 S. Dadeland Blvd.
One Datan Center, Ste. 1704
Miami, FL 33156
Telephone: (305) 670-0101
Facsimile: (305) 670-2393

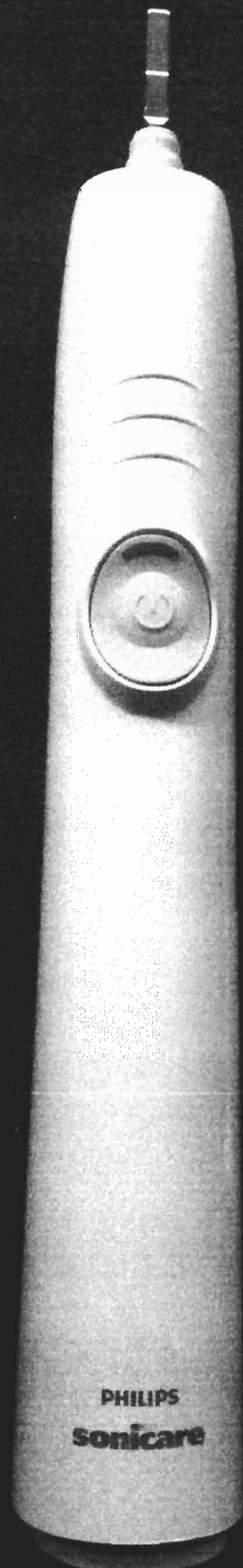
Counsel for Plaintiff Robert Bueso

Certificate of Service

I certify that, on the date stamped above, I caused the foregoing, together with its exhibits, to be filed with the Clerk of the Court using the CM/ECF system, which will cause notice of filing to be emailed to counsel of record for each party.

s/ Cliff Cantor, WSBA #17893

Exhibit A



Exemplar



Exemplar

Exhibit B



PHILIPS
sonicare

Philips Sonicare DiamondClean
rechargeable sonic toothbrush

7
Series

DiamondClean

Patented
sonic
technology
31,000 strokes
per minute

Removes up to 100% more
stains* for whiter teeth
in only 1 week

Improves gum health in only 2 weeks

Helps prevent gum recession

Includes Sonicare's best performance
brush head DiamondClean

 Glass Induction Charger included

Includes a USB charging travel case

Removes up to
5x more plaque

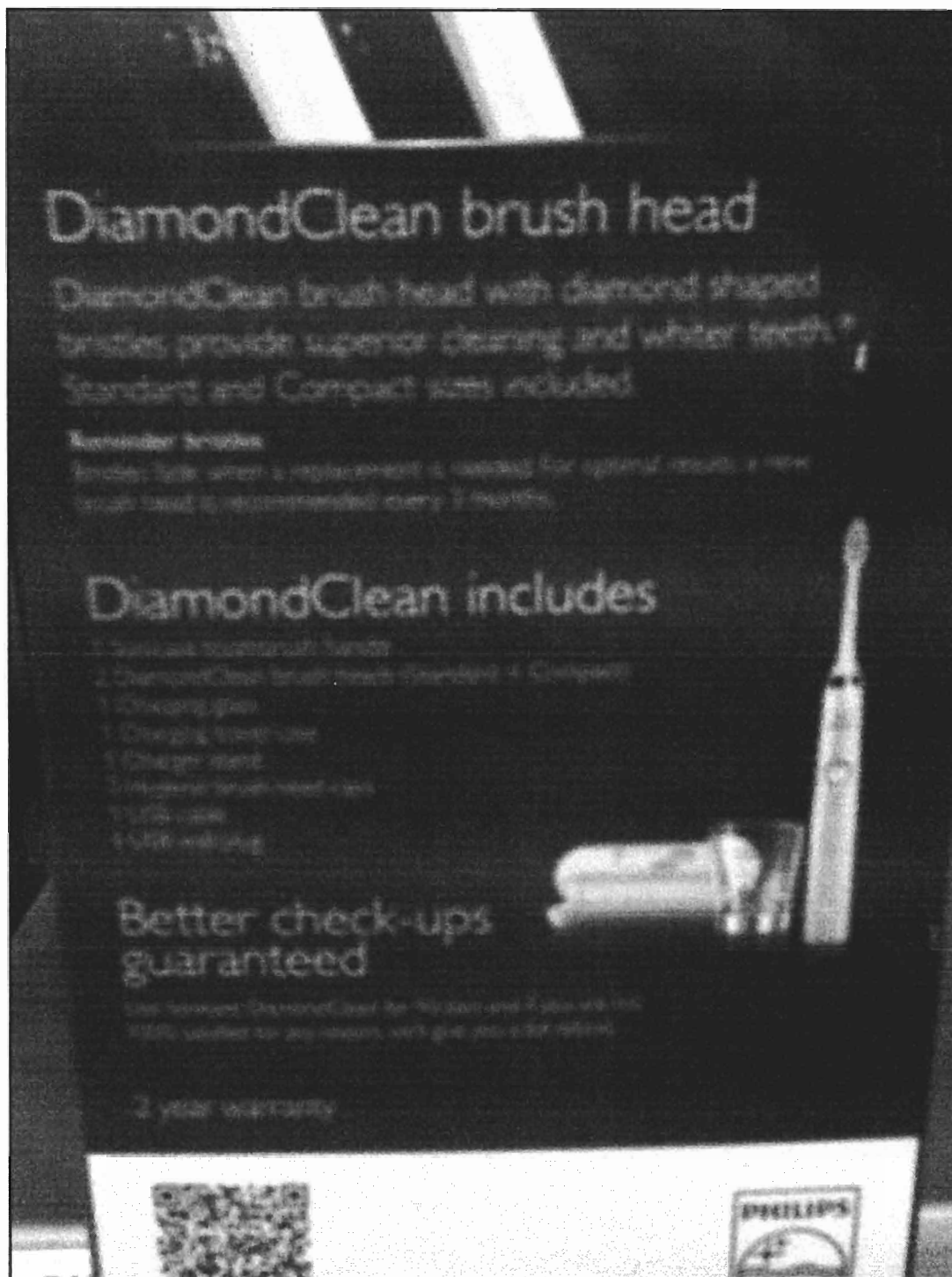
*Then a manual toothbrush

 iF
product
design award
2013

 red dot design award

#1
RECOMMENDED
BRAND BY DENTAL
PROFESSIONALS

Exemplar



DiamondClean brush head

DiamondClean brush head with diamond shaped bristles provide superior cleaning and whiter teeth.* Standard and Compact sizes included.


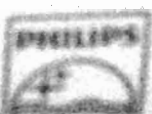
Reminder bristles
Bristles fall when a replacement is needed for optimal results. A new brush head is recommended every 3 months.

DiamondClean includes

- 1 SoftCare toothbrush handle
- 2 DiamondClean brush heads (Standard & Compact)
- 1 Charging base
- 1 Charging travel case
- 1 Charge stand
- 2 DiamondClean head caps
- 1 USB cable
- 1 USB adapter

Better check-ups guaranteed
Use the new DiamondClean for Standard and Compact with this 100% verified for any reason, we'll give you a \$100 refund.

2 year warranty

Exemplar

PHILIPS
Sonicare

Philips Sonicare FlexCare+
rechargeable sonic toothbrush

7
Series

FlexCare+

Patented
sonic
technology
31,000 strokes
per minute

Gum Care mode improves
gum health in only 2 weeks

Reduces gum inflammation and
bleeding in only 2 weeks

Helps prevent gum recession

Up to 2x better plaque removal*

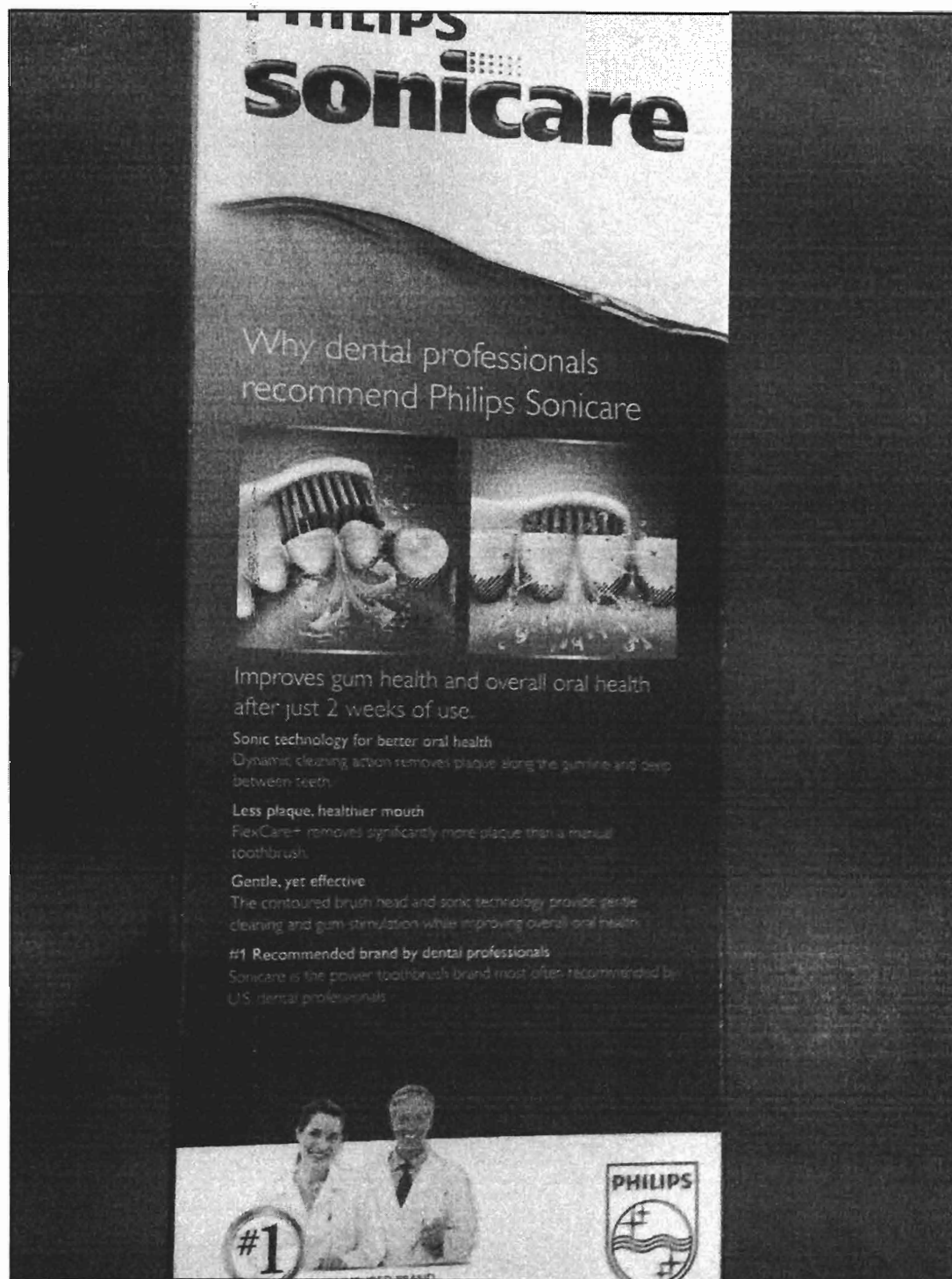
#1
RECOMMENDED
BRAND BY DENTAL
PROFESSIONALS

Complete gum care

* than a manual toothbrush

The advertisement features a large image of the Philips Sonicare FlexCare+ toothbrush on the right side. The brush has a silver handle with a large circular button and a smaller one below it. The head of the brush is white with a distinctive design. The background is dark with some light effects around the brush head. The text is arranged in a clean, modern layout with various font sizes and weights to emphasize different features.

Exemplar



PHILIPS
Sonicare

Why dental professionals
recommend Philips Sonicare

Improves gum health and overall oral health
after just 2 weeks of use.

Sonic technology for better oral health
Dynamic cleaning action removes plaque along the gumline and deep
between teeth.

Less plaque, healthier mouth
FlexCare+ removes significantly more plaque than a manual
toothbrush.

Gentle, yet effective
The contoured brush head and sonic technology provide gentle
cleaning and gum stimulation while improving overall oral health.

#1 Recommended brand by dental professionals
Sonicare is the power toothbrush brand most often recommended by
U.S. dental professionals.

#1

PHILIPS

Exemplar

PHILIPS
Sonicare

Philips Sonicare HealthyWhite
rechargeable sonic toothbrush

5
Series

HealthyWhite

Patented
sonic
technology
31,000 strokes
per minute

Removes up to 90% of stains
for a whiter, brighter smile

Removes up to 2x more plaque*

3 modes to help maintain whitening
treatments longer

Whitens teeth 2 shades
in only 2 weeks

Than a manual toothbrush

#1
RECOMMENDED
BRAND BY DENTAL
PROFESSIONALS

The advertisement features a large image of the Philips Sonicare HealthyWhite 5 Series toothbrush on the right side. The brush has a white handle with a silver accent and a white head with blue bristles. The background is dark with a subtle pattern. The text is arranged in a clean, modern layout with various font sizes and weights to emphasize key features and benefits.

Exemplar



Sonicare

ProResults brush head
Contoured brush head fits along the gumline to gently clean and massage gums.

Reminder bristles
Bristles turn white when a replacement is needed. For optimal results, a new brush head is recommended every 3 months.

HealthyWhite includes

- 1 Sonicare toothbrush handle
- 1 ProResults brush head (Standard)
- 1 Travel charger
- 1 Hygiene travel cap
- 1 Travel case

Better check-ups guaranteed
Use Sonicare HealthyWhite for 90 days and if you are not 100% satisfied for any reason, we'll give you a full refund.

2 year warranty



Exemplar

PHILIPS sonicare

Philips Sonicare EasyClean
rechargeable sonic toothbrush

3
Series

EasyClean

Patented
sonic
technology

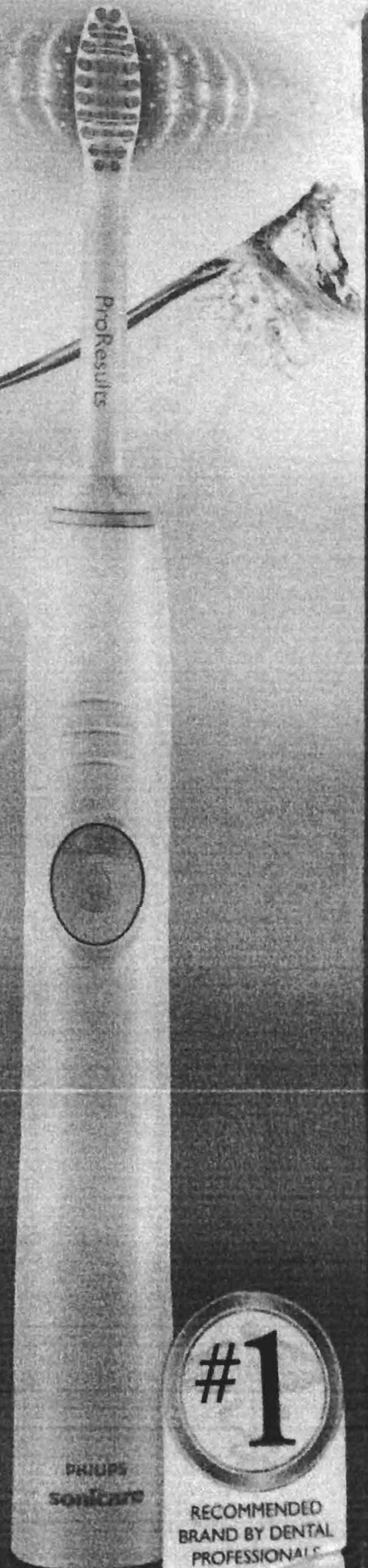
31,000 strokes
per minute

ProResults brush head
for better reach

Slim handle for comfort
and maneuverability

Removes up to
2x more plaque
for healthier gums

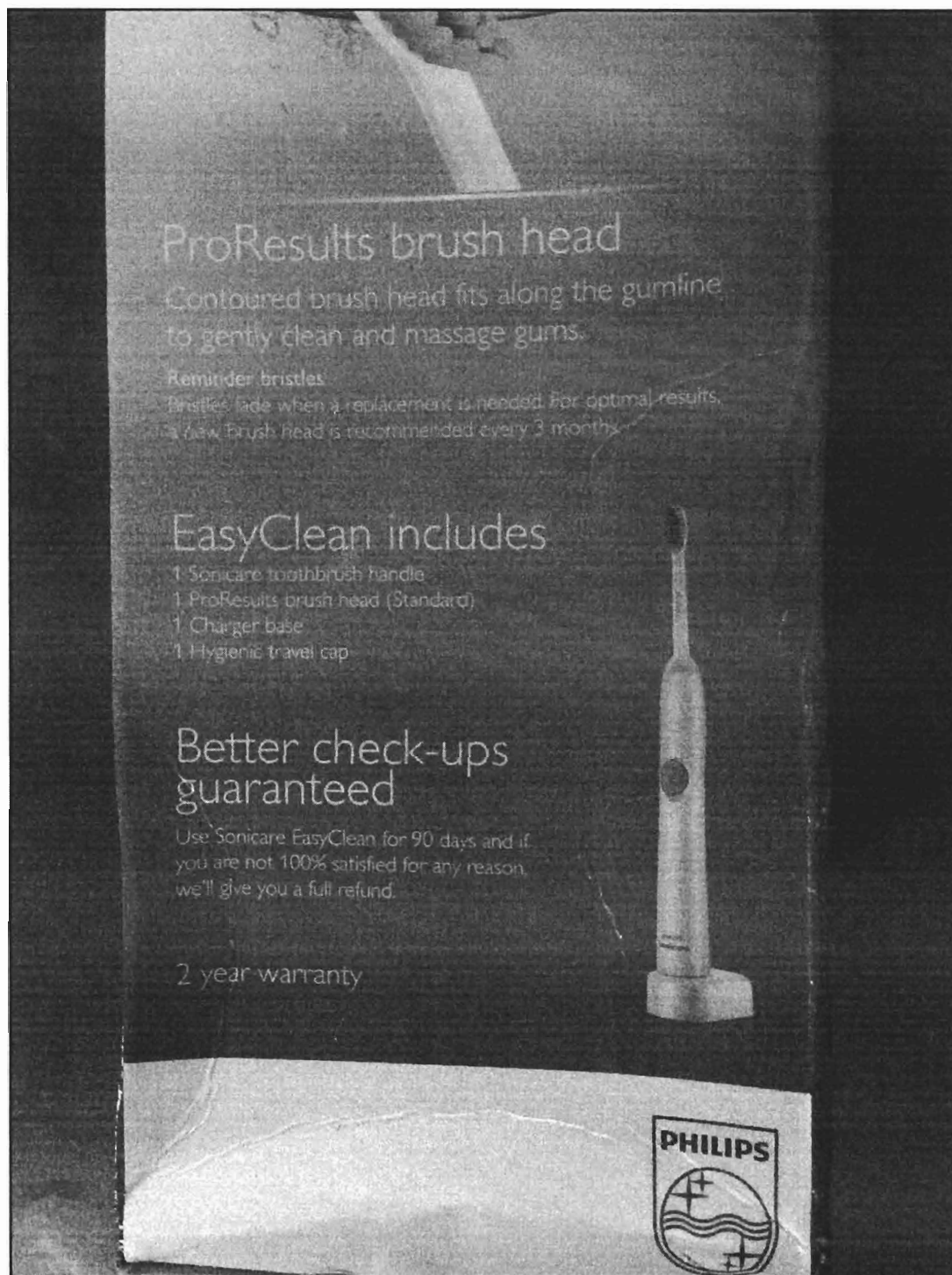
Than a manual toothbrush



#1

RECOMMENDED
BRAND BY DENTAL
PROFESSIONALS

Exemplar



ProResults brush head

Contoured brush head fits along the gumline to gently clean and massage gums.

Reminder bristles
Bristles fade when a replacement is needed. For optimal results, a new brush head is recommended every 3 months.

EasyClean includes

- 1 Sonicare toothbrush handle
- 1 ProResults brush head (Standard)
- 1 Charger base
- 1 Hygienic travel cap

Better check-ups guaranteed

Use Sonicare EasyClean for 90 days and if you are not 100% satisfied for any reason, we'll give you a full refund.

2 year warranty

PHILIPS

Exemplar

PHILIPS
sonicare
the sonic toothbrush
FOR KIDS

Encourage healthy brushing on their own

Rechargeable sonic toothbrush
HX6311/02

KidTimer trains to a 2 minute brushing routine

2 Kid-friendly power modes

Better results guaranteed!

Extra Soft Bristles

4+ 7+

The advertisement features a young girl smiling and brushing her teeth. A large, detailed image of the Philips Sonicare For Kids toothbrush is shown diagonally across the upper right. A circular inset provides a close-up of the toothbrush head's bristles. At the bottom right, two smaller toothbrush heads are shown, labeled '4+' and '7+', indicating different sizes for different age groups. The background is a soft, light blue gradient.

Exemplar

Exhibit C

PHILIPS

Log in | Register your product | United States - English

For consumers | For professionals | About Philips

Search

Products | Shop | Support | Experience | Registration

Personal care | Toothbrushes | DiamondClean | **5 modes, Glass charger, 2 brush heads**

DiamondClean Rechargeable sonic toothbrush

5 modes, Glass charger, 2 brush heads | HX9332/05 [Similar products](#)

[Overview](#)


[Specifications](#)

[Reviews](#)

[Accessories](#)

[Support](#)

Technical specifications

[Print this page](#) 

Cleaning performance

Speed: Up to 31,000 brush strokes per minute

Performance: Removes up to 100% more plaque

Health benefits: Improves gum health in only two weeks

Whitening benefits: Whitens teeth 2X better

Timer: Smartimer and quadpacer

Modes: 5 Modes

Ease of use

Brush head system: Easy snap-on brush heads for optimal hygiene

Brushing time: Up to 3 weeks

Battery indicator: Illuminated icon indicates battery life

Handle: Slim ergonomic design for easy handling.

Display: Illuminated display indicates selected mode, becomes invisible when power is off.

Items included

Brush heads: 2 DiamondClean

Technical specifications

Battery: Rechargeable

Power consumption: 2.0W W

Battery type: Lithium ION rechargeable

Design and finishing

Color: Ceramic white

Service

Warranty: 2-year limited warranty

Power

Voltage: Multi-voltage charger

Receive our newsletter

Enter your email address

[Subscribe](#)

[Privacy Policy](#)

Register

Do you own this product?

[Register your product](#)



Most popular products

DiamondClean Rechargeable...

[Investor Relations](#) | [Careers](#) | [Contact](#) | [Philips](#) | [Privacy policy](#) | [Terms of use](#) | [Site Map](#) | [Mobile website](#)

© Koninklijke Philips N.V., 2013. All rights reserved.


PHILIPS[Log in](#) | [Register your product](#) | [United States - English](#)[For consumers](#) | [For professionals](#) | [About Philips](#)[Products](#) | [Shop](#) | [Support](#) | [Experience](#) | [Registration](#)[Personal care](#) | [Toothbrushes](#) | [FlexCare+](#) | **5 modes, 2 brush heads, 1 hard travel case**

FlexCare+ Rechargeable sonic toothbrush

5 modes, 2 brush heads, 1 hard travel case | HX6921/02

[Similar products](#)[Overview](#)**[Specifications](#)**[Reviews](#)[Parts](#)[Support](#)

Technical specifications

[Print this page](#) 

Cleaning performance

Performance: Removes up to 83% of plaque in hard-to-reach areas

Health benefits: Helps improve gum health

Whitening benefits: Helps remove tea, coffee and other stains

Modes: 5 Modes: Clean, Sensitive, Massage, Refresh and Gum Care

Brush heads: 1 ProResults standard brush head for an All-Around Clean and 1 ProResults compact brush head for a Precision Clean

Speed: Up to 31,000 brush strokes per minute

Timer: Smartimer and quadpacer

Ease of use

Battery indicator: Illuminated icon indicates battery life

Receive our newsletter

[Subscribe](#)[Privacy Policy](#)

Most popular products

FlexCare+ Rechargeable so...

Brush head system: Easy snap-on brush heads for optimal hygiene

Brushing time: 42 2-minute brushings OR 3 weeks

Handle: Slim ergonomic design and rubber grip for easy handling.

Items included

Additional brush head color code rings: 3 pcs

Brush head color rings: 3 color rings for easy sharing

Charger: 1 multi-voltage charger

Charger cover: 1 charger cover with brush head holder

Travel charger: 1

Technical specifications

Battery: Rechargeable

Operating time (full to empty): Fully charged should provide 42 2-minute brushings (3 weeks)

Design and finishing

Color: Soft Sky Blue, White with sky blue grip and chrome front panel

Chrome front panel: Yes

Service

Warranty: 2-year limited warranty

Power

Voltage: Multi-voltage charger

Register

Do you own this product?
[Register your product](#)

[Investor Relations](#) | [Careers](#) | [Contact](#) | [Philips](#) | [Privacy policy](#) | [Terms of use](#) | [Site Map](#) | [Mobile website](#)

© Koninklijke Philips N.V., 2013. All rights reserved.



Log in | Register your product | United States - English

For consumers | For professionals | About Philips

Search

Products | Shop | Support | Experience | Registration

Personal care | Toothbrushes | FlexCare Platinum | **3 modes, 3 intensities, Includes InterCare br...**



FlexCare Platinum Rechargeable toothbrush

3 modes, 3 intensities, Includes InterCare brush head, With pressure sensor | HX9170/10

Similar products

Overview

Specifications

Awards and reviews

Parts

Support

Technical specifications

[Print this page](#)

Technical specifications

Battery: Rechargeable

Power consumption: 2.0 W W

Battery type: Lithium-ion rechargeable

Ease of use

Brush head system: Easy snap-on brush heads for optimal hygiene

Battery indicator: Illuminated icon blinks when its time to recharge

Handle: Slim ergonomic design for easy handling.

Display: Illuminated display indicates selected mode, becomes invisible when power is off.

Battery Life: Up to 3 wks when fully charged

Cleaning performance

Speed: Up to 31,000 brush strokes per minute

Performance: Removes up to 6x more plaque*

Health benefits: Improves gum health in only two weeks

Whitening benefits: Helps naturally remove stains

Timer: Smartimer and quadpacer

Modes: 3 mode: Clean, Gum Care, White

Intensity settings: 3 settings (Low, Medium, High)

Pressure sensor: Vibrates handle to alert user

Service

Warranty: 2-year limited warranty

Power

Voltage: Multi-voltage charger



simpleswitch.com

Packaging

- Cardboard: 83.00g
- Plastics: 0.00g
- Percentage recycled materials: 0%

Recycling

- Recycled ferrous metals: 0%
- Recycled non-ferrous metals: 0%
- Recycled plastics: 0%

Substances

- PVC free: No
- BFR free: false

Weight

- Product weight: 538.10g
- Accessory weight: 92.00g

Receive our newsletter

Enter your email address

[Privacy Policy](#)

Subscribe

Register

Do you own this product?
Register your product

Buy this product

Visit one of our recommended stores.

[Find retailers](#)

Most popular products

Rechargeable toothbrush ...



Log in | Register your product | United States - English

For consumers | For professionals | About Philips

Search

Products | Shop | Support | Experience | Registration

Personal care | Toothbrushes | HealthyWhite | **Target Limited Edition, 3 modes, 1 brush head**



HealthyWhite Rechargeable sonic toothbrush

Target Limited Edition, 3 modes, 1 brush head | HX6731/02 | [Similar products](#)

[Overview](#)

[Specifications](#)

[Reviews](#)

[Parts](#)

[Support](#)

Technical specifications

[Print this page](#)

Cleaning performance

Performance: Removes more plaque than Sonicare Essence/Sonicare CleanCare

Health benefits: Helps improve gum health

Whitening benefits: Can whiten teeth up to two shades in two weeks

Modes: 3 Modes: Clean, Sensitive and Clean and White

Brush heads: 1 ProResults standard brush head for an All-Around Clean

Speed: Up to 31,000 brush strokes per minute

Timer: Smartimer and quadpacer

Brushing time: 42 2-minute brushings OR 3 weeks

Handle: Slim ergonomic design and rubber grip for easy handling.

Items included

Additional brush head color code rings: 3 pcs

Brush head color rings: 3 color rings for easy sharing

Charger: 1 multi-voltage charger

Charger cover: 1 charger cover with brush head holder

Deluxe Charger with cord wrap: 1 pcs

Travel charger: Multi-voltage, compact travel charger

Technical specifications

Battery: Rechargeable

Operating time (full to empty): Fully charge should provide 20 2-min. brushings

Design and finishing

Color: Frost White

Translucent White front panel: Yes

Service

Warranty: 2-year limited warranty

Power

Voltage: Multi-voltage charger

Features

ProResults brush head: Yes

Quadpacer: Encourages attentive brushing of each quadrant of the mouth

Smartimer: 2-minute timer helps ensure recommended brushing

Ease of use

Battery indicator: Illuminated icon blinks when its time to recharge

Brush head system: Easy snap-on brush heads for optimal hygiene

Receive our newsletter

Enter your email address

[Privacy Policy](#)

[Subscribe](#)

Register

Do you own this product?
[Register your product](#)

Buy this product

Visit one of our recommended stores.

[Find retailers](#)

Most popular products

HealthyWhite Rechargeable...

[Investor Relations](#) | [Careers](#) | [Contact](#) | [Philips](#) | [Privacy policy](#) | [Terms of use](#) | [Site Map](#) | [Mobile website](#)

© Koninklijke Philips N.V., 2013. All rights reserved.

PHILIPS

Log in | Register your product | United States - English

For consumers | For professionals | About Philips

Search

Products | Shop | Support | Experience | Registration

Personal care | Toothbrushes | EasyClean | **1 mode, 1 brush head**

EasyClean Rechargeable sonic toothbrush

1 mode, 1 brush head | HX6511/50 | **Similar products**

Overview

Specifications

Reviews

Parts

Support

Technical specifications

[Print this page](#) 

Technical specifications

Battery: Rechargeable

Design and finishing

Color: Glacier Green

Items included

Charger: 1 multi-voltage charger

Charger cover: 1 charger cover with brush head holder

Brush head color rings: 3 color rings for easy sharing

Ease of use

Brush head system: Easy snap-on brush heads for optimal hygiene

Brushing time: 42 2-minute brushings OR 3 weeks

Battery indicator: Illuminated icon blinks when its time to recharge

Handle: Slim ergonomic design and rubber grip for easy handling.

Cleaning performance

Speed: Up to 31,000 brush strokes per minute

Brush heads: 1 ProResults standard brush head for an All-Around Clean

Performance: Removes more plaque than Sonicare Essence/Sonicare CleanCareHealth benefits: Helps improve gum healthWhitening benefits: Can whiten teeth up to two shades in two weeks

Timer: Smartimer and quadpacer

Modes: 1 Mode: Clean

Service

Warranty: 2-year limited warranty

Power

Voltage: Multi-voltage charger

Receive our newsletter

Enter your email address

[Privacy Policy](#)

Subscribe

Register

Do you own this product?
Register your product

Buy this product

Visit one of our recommended stores.

[Find retailers](#)

Most popular products

EasyClean Rechargeable so...

[Investor Relations](#) | [Careers](#) | [Contact](#) | [Philips](#) | [Privacy policy](#) | [Terms of use](#) | [Site Map](#) | [Mobile website](#)

© Koninklijke Philips N.V., 2013. All rights reserved.

PHILIPS

Log in | Register your product | United States - English

For consumers | For professionals | About Philips

Search

Products | Shop | Support | Experience | Registration

Personal care | Toothbrushes | Sonicare for kids | **2 modes, 2 brush heads**

For Kids Rechargeable sonic toothbrush

2 modes, 2 brush heads | HX6311/02 | **Similar products**

Overview


Specifications

Reviews

Parts

Support

Technical specifications

[Print this page](#) 

Cleaning performance

Performance: Removes significantly more plaque in hard-to-reach areas than a children's manual toothbrush [Oral-B Stages 4] in children aged 7-10

Modes: 2 Kid-Friendly Power Modes adapt cleaning power for different ages

Brush heads: 1 short brush head for ages 4-6 and 1 tall brush head for ages 7+

Speed: Up to 31,000 brush strokes per minute

Timer: Smartimer and quadpacer

Brush head system: Easy snap-on brush heads for optimal hygiene

Brushing time: 42 2-minute brushings OR 3 weeks

Handle: Ergonomic grip design to enable parents and kids to brush together or on their own

Items included

Charger: 1 multi-voltage charger

Charger cover: 1 charger cover with brush head holder

Operating time (full to empty): Fully charged should provide 42 2-minute brushings (3 weeks)

Design and finishing

Color: Red with 3 interchangeable panels

Service

Warranty: 2-year limited warranty

Power

Voltage: Multi-voltage charger

Ease of use

Battery indicator: Light in power button blinks to indicate when to recharge

Technical specifications

Battery: Rechargeable

Receive our newsletter

Enter your email address

[Privacy Policy](#)

Subscribe

Register

Do you own this product?
[Register your product](#)

Buy this product

Visit one of our recommended stores.

[Buy direct](#) [Find retailers](#)

Most popular products

For Kids Rechargeable son...

Related campaigns

Sonicare for Kids

[Investor Relations](#) | [Careers](#) | [Contact](#) | [Philips](#) | [Privacy policy](#) | [Terms of use](#) | [Site Map](#) | [Mobile website](#)

© Koninklijke Philips N.V., 2013. All rights reserved.

Exhibit D

ENGLISH**Guarantee**

- Philips Consumer Lifestyle guarantees its products for a period of two years after the date of purchase. If any defect due to faulty materials and workmanship occurs within this two-year guarantee period, Philips Consumer Lifestyle will repair or replace the product at its expense.
- Philips Consumer Lifestyle will only pay for repair or replacement if convincing proof is provided, for instance by means of a receipt, that the day on which service is claimed is within the guarantee period.
- The guarantee does not cover products and/or product parts that are subject to wear; that can be considered as consumable parts by their nature or that are made of glass.
- The guarantee is not valid if a defect is due to damage caused by incorrect use, poor maintenance (e.g. parts blocked by scale) or if alterations or repairs have been carried out by persons not authorised by Philips Consumer Lifestyle.
- For the appliance to be used correctly, the user should strictly adhere to all instructions included in the instructions for use and should abstain from any actions or uses that are described as undesired or which are warned against in the instructions for use.

! Important: guarantee restrictions for certain products and materials

- For some products the guarantee may be subject to certain restrictions, for instance as a result of the type of material used. Guarantee restrictions, if any, can be found under the heading 'Guarantee restrictions' in the chapter 'Guarantee & service' of the directions for use.
- These guarantee restrictions do not affect your statutory rights.

Service

Service during and after the guarantee period can be obtained in all countries where the product is officially distributed by Philips. In countries where the product is not distributed by Philips, service is provided by the national Philips organisation. In this case there may be some delay if the required spare parts are not readily available. Turn to your dealer or an authorised Philips service centre for service. Contact the Consumer Care Centre in your country if you need more information or if you have problems obtaining service. If there is no Customer Care Centre in your country, you can contact the Service Department of Philips Consumer Lifestyle BV. Addresses and phonenumber can be found in the grey section of this leaflet.

DEUTSCH**Garantie**

- Philips Consumer Lifestyle übernimmt für dieses Gerät eine Garantie für die Dauer von zwei Jahren ab Verkaufsdatum. Tritt innerhalb der 2-Jahres-Garantie ein Material- oder Fabrikationsfehler auf, wird Philips Consumer Lifestyle nach seiner Wahl das Gerät reparieren, ersetzen oder den Einkaufspreis des Produktes zurückerstatten.
- Die Garantieleistung setzt voraus, dass ein ausreichender Beleg, z.B. eine ordentliche Kaufquittung, vorgelegt wird und der Garantieanspruch innerhalb der Garantiefrist erhoben wird.
- Die Garantie erstreckt sich nicht auf Geräte oder Geräteteile, die normaler Abnutzung ausgesetzt sind und somit als Verschleißteile angesehen werden können, oder die aus Glas gefertigt sind.
- Die Garantie verfällt, wenn das Gerät beschädigt, nicht sachgemäß benutzt oder gewartet wurde (z.B. nicht gemäß der Bedienungsanleitung entkalkt wurde). Reparaturen dürfen nur von durch Philips Consumer Lifestyle autorisierte Werkstätten durchgeführt werden.
- Für eine sachgemäße Verwendung des Geräts sind alle in der Bedienungsanleitung aufgeführten Anweisungen genau einzuhalten. Verwendungszwecke und Handlungen, von denen in der Bedienungsanleitung abgeraten oder von denen gewarnt wird, sind unbedingt zu vermeiden.

! Wichtig: Abweichungen der Garantieleistung auf bestimmte Geräte und Materialien

- Die Garantieleistung und Garantiedauer auf bestimmte Geräte und Materialien kann von den hier dargestellten abweichen. Für derartige Garantiausnahmen lesen Sie bitte den Abschnitt „Garantie & Service“ in der Bedienungsanleitung und/oder das aktuelle Garantiedokument auf unserer Internetseite (Adresse s. grauer Abschnitt dieser Garantieschrift).
- Diese Garantieeinschränkungen haben keinerlei Auswirkung auf Ihren gesetzlichen Anspruch auf Gewährleistung.

Service

Der Service während und nach der Garantiezeit ist in allen Ländern verfügbar, in denen das gekaufte Produkt offiziell von Philips vertrieben wird. In den Ländern, in denen Philips dieses Produkt nicht vertreibt, übernimmt die örtliche Philips-Organisation den Service; allerdings kann es zu Verzögerungen kommen, wenn die erforderlichen Ersatzteile nicht sofort verfügbar sind. Wenden Sie sich im Zweifelsfall an Ihren Philips-Händler oder an den Philips Kundendienst. Sollten Sie weitere Fragen oder Probleme haben, wenden Sie sich bitte an den Philips Kundendienst in Ihrem Land. Wenn in Ihrem Land kein Kundendienst angeboten wird, wenden Sie sich bitte direkt an das Service Department von Philips Consumer Lifestyle BV. Anschriften und Telefonnummern entnehmen Sie bitte dem grauen Abschnitt dieser Garantieschrift.

FRANÇAIS**Garantie**

- Philips Consumer Lifestyle garantit le fonctionnement de ses appareils

sont pris en charge par Philips Consumer Lifestyle sur présentation des justificatifs correspondants.

- Le service après-vente est effectué sous garantie uniquement sur présentation d'une preuve d'achat (ticket de caisse électronique ou facture d'achat) et si la date d'intervention doit se situer dans la période de garantie.
- Philips Consumer Lifestyle ne garantit pas les accessoires et/ou composants altérés par l'usage normal, qui peuvent être considérés par nature comme des consommables ou les composants (en verre ou isotherme) tels que les verseuses de cafetières.
- La garantie ne couvre pas les défaillances dues à une cause accidentelle, à un mauvais usage, à une négligence et en cas de modifications ou réparations effectuées par des personnes non qualifiées ou non autorisées par Philips Consumer Lifestyle. En aucun cas, cette garantie ne peut donner droit à dommages et intérêts.
- Pour garantir une utilisation correcte du produit, l'utilisateur est tenu de respecter scrupuleusement toutes les instructions du mode d'emploi et doit éviter toute action déconseillée voire même contre-indiquée dans ce mode d'emploi.

! Important: Restrictions de garantie pour certains produits ou matériaux

- Pour certains produits la garantie peut être limitée, par exemple à cause du matériel utilisé. Les restrictions de garantie, s'il y en a, sont mentionnées dans la section correspondante 'Garantie et service' du mode d'emploi.
- Ces restrictions de garantie n'affectent pas les droits du consommateur qui bénéficiera en tout état de cause des conditions des articles 1 641 et suivants du Code Civil relatifs à la garantie légale.

Service

Philips Consumer Lifestyle assure le service après-vente pendant et après la période de garantie dans tous les pays dans lesquels le produit est officiellement vendu et distribué. Dans les pays où le produit n'est pas distribué par Philips, le service est assuré par l'organisation locale. Dans ce cas, un délai supplémentaire peut être requis si les pièces d'origine ne sont pas disponibles sur place. Pour plus d'informations, contactez le Service consommateurs Philips de votre pays. S'il n'y a aucun Service Consommateurs Philips dans votre pays, contactez le Service Department de Philips Consumer Lifestyle BV. Vous trouverez l'adresse et les numéros de téléphone dans la partie grisée de ce dépliant.

NEDERLANDS**Garantie**

- Philips CL garandeert dat eventuele gebreken als gevolg van materiaal- en fabricagefouten in haar producten gedurende twee jaar na de datum van aankoop op kosten van Philips worden hersteld of dat het product in zijn geheel wordt vervangen. Deze garantie omvat zowel materiaalkosten als arbeidsloon.
- Reparatie wordt niet op kosten van Philips uitgevoerd indien niet overtuigend wordt aangetoond (door middel van een elektronische aankoopbon of factuur) dat de dag waarop de klacht is ingediend binnen de garantieperiode valt.
- De garantie is niet van toepassing op onderdelen van producten en op producten (en/of onderdelen daarvan) die aan slijtage onderhevig zijn of die door hun aard als verbruiksgoederen kunnen worden aangemerkt en op onderdelen van glas.
- De garantie vervalt indien een defect is ontstaan door schade als gevolg van onjuist gebruik, gebrekkig onderhoud (zoals verkalking van onderdelen) of indien aan het product ingrepen zijn verricht of reparatie is uitgevoerd door daartoe niet door Philips geautoriseerde personen.
- Voor correct gebruik van het apparaat dient men de instructies uit de gebruiksaanwijzing op juiste wijze te volgen.

! Belangrijk: beperking garantie voor bepaalde producten en materialen

- Voor sommige producten geldt een aanvullende beperking van de garantie, bijvoorbeeld wegens het gebruik van bepaalde materialen. Deze beperking is te vinden in de gebruiksaanwijzing onder het hoofdstuk: "garantie beperking"

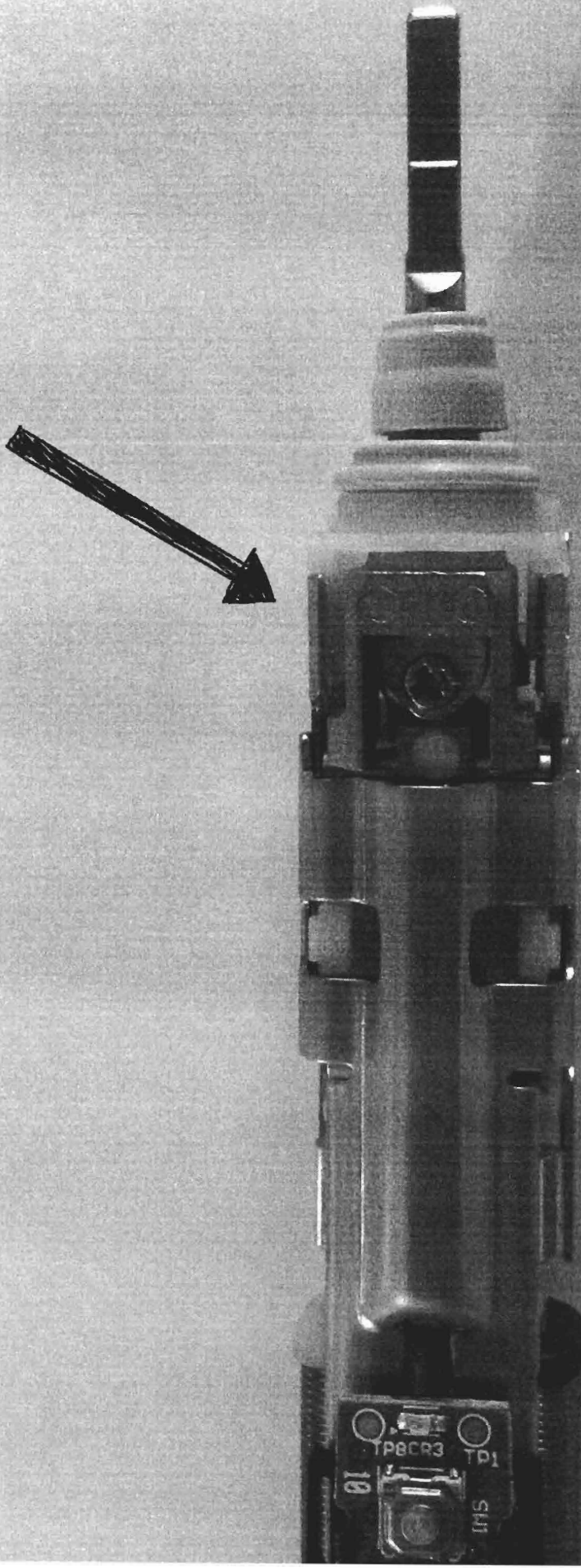
Service

Service (tijdens en na de garantieperiode) kan worden verkregen in alle landen waar het product officieel door Philips wordt gedistribueerd. Ook in landen waar het product niet door Philips wordt gedistribueerd, zal de plaatselijke Philips organisatie service verlenen. Er zal echter enige vertraging kunnen optreden wanneer de juiste reserve-onderdelen niet direct beschikbaar zijn. Neem a.u.b. contact op met uw Philips leverancier of Philips Service Organisatie. Voor informatie en in geval van moeilijkheden verzoeken wij u contact op te nemen de Consumer Care Centre in uw land. Voor een lijst met Customer Care Centres in uw land, zie het grijze kader in dit vouwblad. Is er geen Customer Care Centre in uw land, dan kunt u contact opnemen met Philips Consumer Lifestyle B.V. Service Department.

TÜRKÇE**Garanti**

- Philips CL, ürünlerine satın alınma tarihini takip eden iki yıl için garanti verir. Eğer iki yıllık garanti süresi içerisinde, hatalı malzeme ve yanlış nedeniyle bir arıza oluşursa, Philips CL ürünü ücretsiz olarak tamir edecek veya değiştirecektir. Philips CL, tamir ve değiştirme ücretini, sadece inandırıncı bir ispat sunulursa üstlenecektir. Örneğin; servis isteginin yapıldığı tarih, garanti süresi içinde olduğunu ispat eden bir satınalma belgesi. Garanti, aşınmaya tabi olan veya niteliği gereği sarf malzemesi olarak nitelendirilen veya camdan yapılmış ürünleri ve/veya ürün parçalarını kapsamaz. (Garanti, hatalı kullanım, elektrik bakım (Bazen gerektiren bazı nedenlerle bile olsa olmayabilir).

Exhibit E



Exemplar

Exhibit F

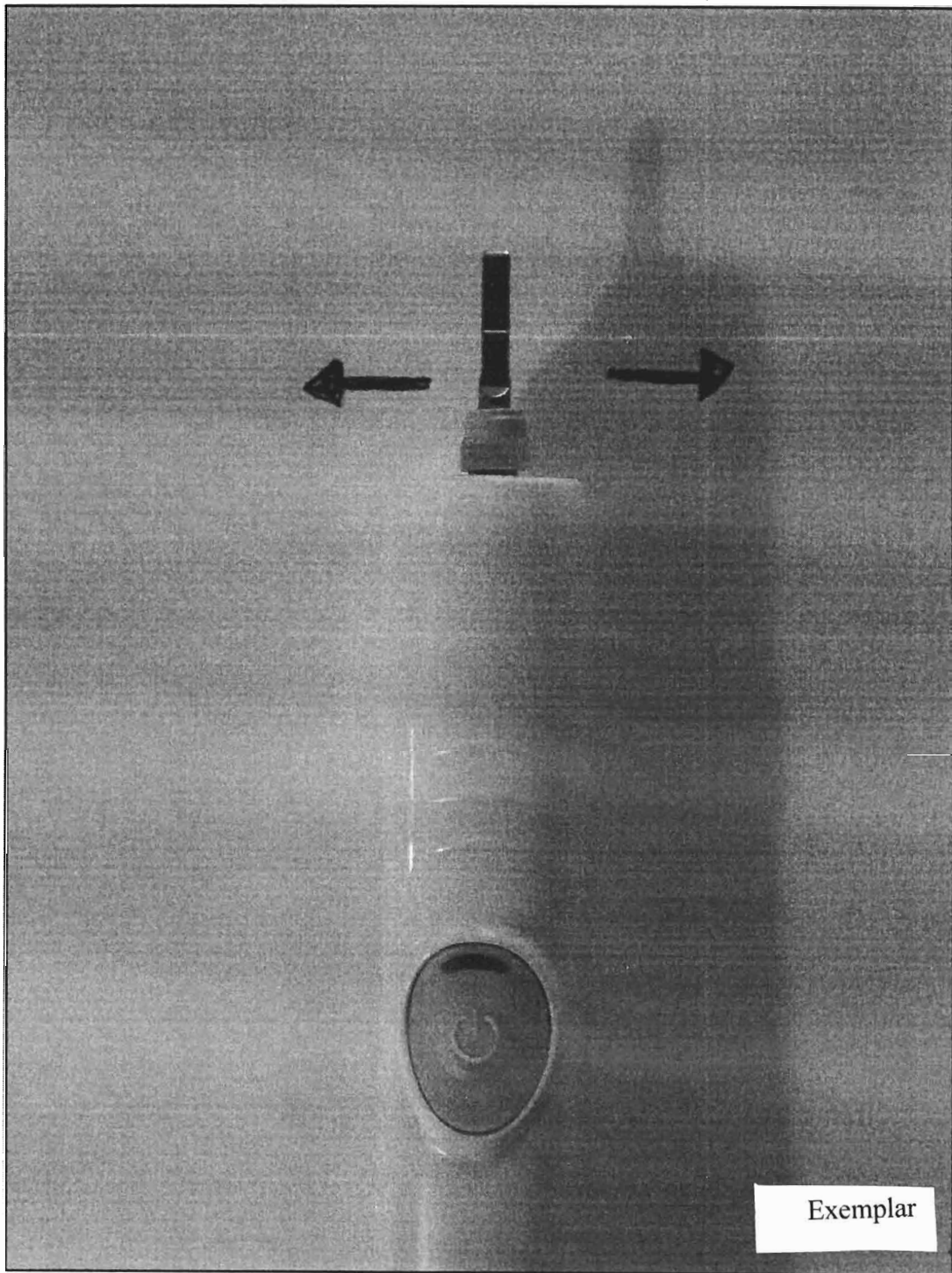


Exhibit G

[close](#)**Handle troubleshooting**

Handle not turning on

Turning itself on without provocation

The metal shaft/adaptor on my handle is loose

Brush head slides off metal shaft from handle

My handle does not vibrate at all or doesn't change the vibration modes

The metal shaft/adaptor on my handle is loose

Please remove the brush head, and see if the metal shaft on the handle is loose.

If yes, please click next

If no, please check the troubleshooting topics again.

Charger base troubleshooting

Charger base does not work

Handle only operates for a few brushings, then needs recharging

Exhibit H

[close](#)**Handle troubleshooting**

Handle not turning on

Turning itself on without provocation

The metal shaft/adaptor on my handle is loose

Brush head slides off metal shaft from handle

My handle does not vibrate at all or doesn't change the vibration modes

Replacing your handle

Unfortunately we suspect that the handle of your toothbrush may be at fault.

To enable you to fully enjoy your product again, we would like to send you a replacement handle.

Please register your details using the link below

We will send you a free post address by email, where you may return the faulty handle. Please keep all accessories – do not send your charger or toothbrush heads

As soon as we receive your handle, we will send you a replacement.

The whole process should not take longer than 5 – 7 days.

Please register your details [here](#)

Charger base troubleshooting

Charger base does not work

Handle only operates for a few brushings, then needs recharging

Exhibit I


[Log in](#) | [Register your product](#) | [United Kingdom - English](#)
[For consumers](#) | [For professionals](#) | [About Philips](#)


[Home](#)
[New Order](#)
[Track Order](#)

Welcome to the Philips service booking tool for Sonicare products.

You can book any service request (in and out of warranty) easily and quickly by going through a few simple steps.


Please note that not all Philips products are covered on this service yet. To confirm if your product is included please enter the model number and date of purchase to the below search fields.

Please enter the model number (a minimum of 5 starting characters) to the below field and click the "Modelsearch" button. Then select the correct article from the shown drop down list and click the "accept" button.

 **Model:**

Please enter the date of purchase date into the below field to check if the product is in warranty and eligible for this service.

If the date of purchase field is empty we assume you are requesting a chargeable repair.

 **Date of purchase:** format: dd mm yyyy

Please click the below **"Check" button** to go further.



Based on the data entered we would like to offer you a free of charge replacement of the defective component or whole product.

Start the registration by clicking the following link: **Start registration process**

uses cookies. Why? [Click here to find out more.](#)

[close](#)

Your PHILIPS customer service team

[Investor Relations](#) | [Careers](#) | [Contact Philips](#) | [Philips](#) | [Privacy policy](#) | [Terms of use](#) | [Site Map](#) | [Mobile website](#)

©2004-2013 Koninklijke Philips Electronics N.V. All rights reserved.

Exhibit J

PHILIPS

Log in | Register your product | United Kingdom - English

For consumers | For professionals | About Philips

Search

[Home](#)[New Order](#)[Track Order](#)

Welcome to the Philips service booking tool for Sonicare products.

You can book any service request (in and out of warranty) easily and quickly by going through a few simple steps.

Please note that not all Philips products are covered on this service yet. To confirm if your product is included please enter the model number and date of purchase to the below search fields.

Please enter the model number (a minimum of 5 starting characters) to the below field and click the "Modelsearch" button. Then select the correct article from the shown drop down list and click the "accept" button.



Model:

Please enter the date of purchase date into the below field to check if the product is in warranty and eligible for this service.

If the date of purchase field is empty we assume you are requesting a chargeable repair.



Date of purchase: format: dd mm yyyy

Please click the below **"Check"** button to go further.



Based on the data entered your device is out of warranty. Unfortunately we are not able to offer a repair or exchange service on this out of warranty product.

However normally we would like to offer you a voucher code **up to 30% discount** to buy at the Philips online shop.

Unfortunately the voucher codes are out at the moment.

But to get your personal voucher code feel free to contact the Philips Consumer Care help line.

You can reach our contact centre from Monday to Friday from 8.30 - 20.00 and Saturday from 9.00 - 18.00 via the following number:

0844 3380 489 (National call*)

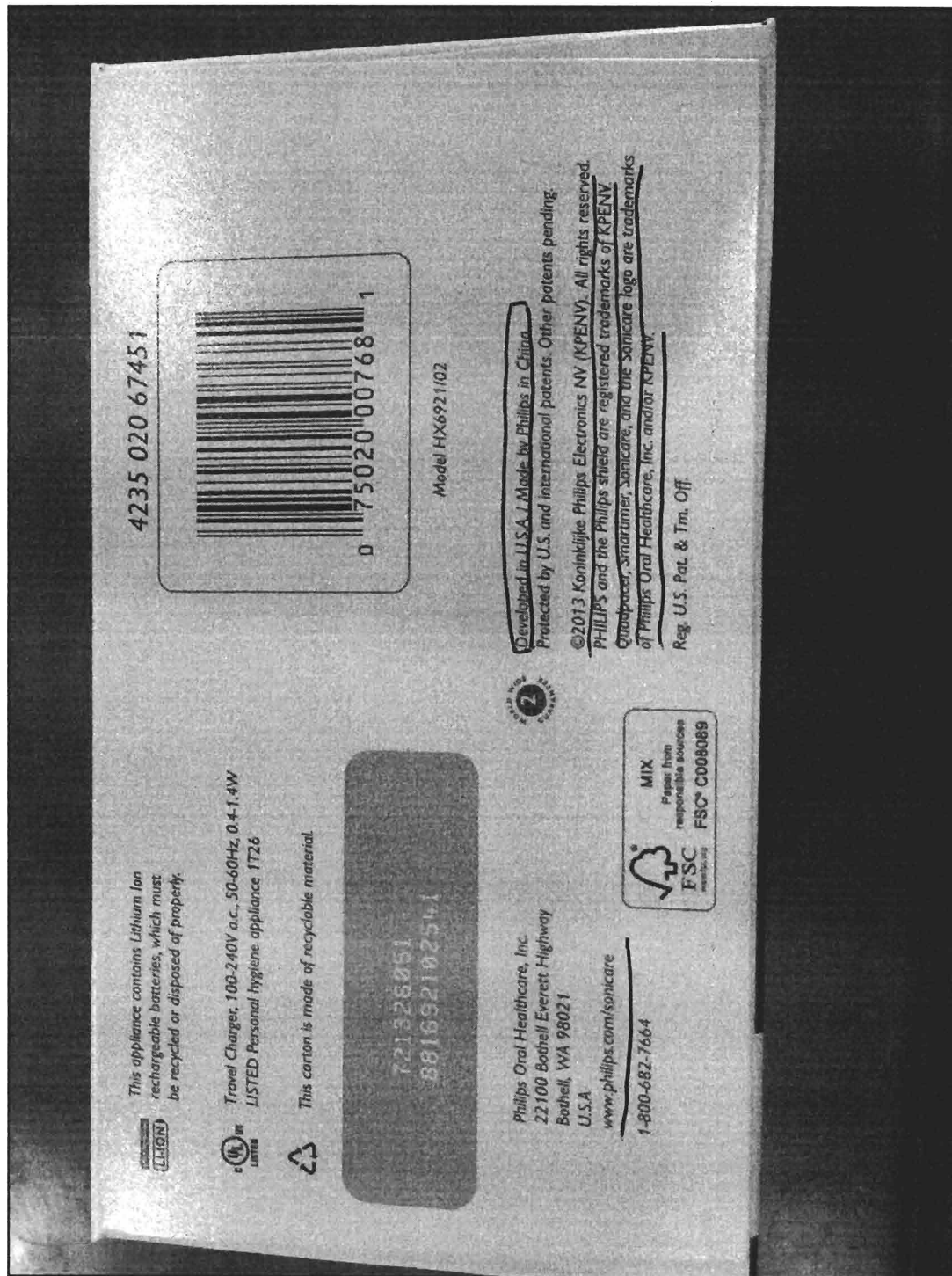
*Additional cost may be applied by your (mobile) network provider

Your PHILIPS customer service team

[Investor Relations](#) | [Careers](#) | [Contact Philips](#) | [Philips](#) | [Privacy policy](#) | [Terms of use](#) | [Site Map](#) | [Mobile website](#)

uses cookies. Why? [Click here to find out more.](#) © 2014-2013 Philips. All rights reserved.

Exhibit K



Exemplar